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## **TITLE 15. FLANDREAU MUNICIPAL AIRPORT.**

### **Chapter 15.1. Definitions.**

- a. “*Board*” - shall mean the Airport Board appointed by the Mayor of the City of Flandreau with the consent of the Flandreau City Council.
- b. “*City*” - shall mean the City of Flandreau, Moody County, South Dakota.
- c. “*Council*” - shall mean the City Council for the City of Flandreau.
- d. “*Department*” - shall mean Utilities and Public Works Department, City of Flandreau.
- e. “*Manager*” - shall mean the Airport Manager.
- f. “*Tenant*” - shall mean any customer leasing or renting hangar space from the City of Flandreau or any customer who has built a hangar or hangars on Flandreau Municipal Airport property.

### **Chapter 15.2. General.**

#### **Section 15.2.1. Purpose.**

The purpose of this Chapter is to provide guidelines for the operation, maintenance and general upkeep of the Flandreau Municipal Airport.

#### **Section 15.2.2. Description.**

The City airport is located on 153.78 acres, described as Section 09, Township 106, Range 48, Northeast one-quarter excluding Lot H-1; and Tract 2 Henry Addition; but including Tract 1, Henry Addition, North one-half and Lot A, Northeast one-quarter.

#### **Section 15.2.3. Airport Manager.**

The Superintendent of Utilities and Public Works, or other official appointed by the City Council, shall serve as the Airport Manager.

#### **Section 15.2.4. Funding.**

**Article 15.2.4.1** The operation of the Flandreau Municipal Airport shall be funded principally through revenues from payments derived from lease of airport land, hangar rentals and from other services that may be provided from time to time.

**Article 15.2.4.2** Supplement funding may be authorized from time-to-time at the discretion of the Council.

### **Section 15.2.5. Airport Board.**

- a. The Mayor with the consent of the City Council shall appoint a three-member board.
- b. Members shall be appointed for a three-year term.
- c. There shall be no residency requirement. Appointments shall be made on a merit basis.

### **Section 15.2.6. Liability.**

Airport tenants shall be obligated to carry liability insurance for at least \$100,000 dollars for any personal injury or property damage for which the tenant might become liable due to possession, building, operating and maintenance of the aircraft hangar. Proof of compliance with this provision shall be filed at all times during the term of this lease or any extension thereof with the Finance Officer of the City by the tenant filing a certificate of insurance certifying that said insurance is in full force and effect.

## **Chapter 15.3. Operations.**

### **Section 15.3.1. Responsibilities.**

**Article 15.3.1.1. City Council.** The Council shall have general management and oversight of the Flandreau Municipal Airport.

**Article 15.3.1.2. Airport Manager.** The manager shall be responsible for the day-to-day operation of the Flandreau Municipal Airport under the general management and oversight of the Council. In addition, it shall be the responsibility of the incumbent to ensure that this ordinance is kept current, accurately depicting the day-to-day operation of the Flandreau Municipal Airport.

**Article 15.3.1.3. Utilities & Public Works Department.** The Department shall provide services such as snow removal, mowing, spraying, runway light maintenance and other maintenance and repair of airport property and equipment on a reimbursable basis.

**Article 15.3.1.4. Airport Board.** The Board shall meet as necessary to develop recommendations and suggestions for the improvement of the Flandreau Municipal Airport. Said recommendations and suggestions shall be submitted to the Council for appropriate action.

**Article 15.3.1.5. Tenants (Hangar Owners):**

- a. May lease from the City ground upon which the tenant's hangar exists for such term and fees as specified in the executed lease.

- b. Fees shall be payable in advance on or before the anniversary date of the lease agreement.
- c. May not alter the terms and specifications of the building as approved by the Council in any respect without the express written consent of the Council. The tenant may not alter or remodel the hangar at a later time or move the building without the written consent of the Council.
- d. The hangar will remain the property of the tenant and all obligations to insure said property shall be that of the tenant, but under no circumstances may the tenant ever remove the building from the land on which it is constructed without the express written permission of the City. This lease shall be assignable by the tenant so as to give effect to the sale by the tenant of the aircraft hangar. It is understood that the hangar shall remain on the lot on which it was constructed and cannot in any event be removed by an assignee without the written permission of the City.
- e. Shall be obligated to keep the hangar and all of the land situated within the hangar lot being leased in a clean and orderly condition and in a good state of repair. Any breach of this provision shall allow the City to cancel this agreement as provided.
- f. The tenant may not under any circumstances store gasoline or any other inflammable liquid within the hangar or premises being leased herein other than what gasoline may be incidentally stored within the operating tanks of an aircraft situated in said hangar. The tenant shall not store any other substance or material in the hangar that would create a fire hazard not usual to aircraft hangars.
- g. Shall save the City harmless from any and all liability arising out of the tenant's possession, building, maintenance and operation of the aircraft hangar.
- h. May be required by the City to move his aircraft hangar at the tenant's own expense to another location provided for privately owned hangars if substantial change is made by the City so as to necessitate a change in location of the aircraft hangars.
- i. Understands that the purpose of this lease is to allow the tenant to maintain its own aircraft and under no circumstances may the tenant conduct any business from the premises being leased herein or the aircraft hangar.
- j. Understand that upon termination of the lease agreement both by the expiration of the terms or any renewal thereof, the aircraft hangar shall become the sole and complete property of the City and the tenant shall have no further interest in the same.

**Article 15.3.1.6** Tenants (City Hangar):

- a. May lease hangar space for such term and fees as specified in the executed lease.
- b. Shall make payments in advance of the commencement of the lease agreement and in advance on or before the same day of each month thereafter.
- c. May not sublet said hangar space without prior permission of the City.
- d. Shall be obligated to keep the space that is leased clear of garbage, refuse and hazardous materials. The tenant may not store gasoline or other flammable liquids on the premises being leased other than that which may be incidentally stored within the operating tanks of an aircraft occupying the leased space.
- e. Will be responsible for maintaining insurance on its property and the City will not be responsible for damage that may occur to it while located on or in the process of entering or exiting the leased premises.
- f. Will not be charged for electricity provided by the City. The tenant understands that the City will not provide heat to the building.
- g. Agrees to hold the City harmless from any and all liability arising out of the tenant's occupation of the leased premises and tenant's maintenance and operation of the aircraft.

**Section 15.3.2. Reserved.**

**Chapter 15.4. Administration.**

To the extent that any provision in this Chapter is in conflict with any other existing provision of City Ordinances, the provisions contained herein shall replace such prior provisions. Any prior provisions, which deal with the same subject matter but are not in direct conflict with provisions of this Chapter, shall remain in full force and effect.

**Chapter 15.5. Flight Training**

**Section 15.5.1. Purpose.**

The purpose of this Chapter is to provide a set of guidelines for the operation of a pilot flight training program at the Flandreau Municipal Airport.

## **Section 15.5.2. Requirements.**

Any person, firm, corporation, or other business entity desiring to engage in pilot flight training at the Flandreau Municipal Airport shall provide as a minimum the following:

### **Article 15.5.2.1 Building**

The person, firm, corporation, or other business entity desiring to engage in pilot flight training at the Flandreau Municipal Airport shall lease or construct a building at the Flandreau Municipal Airport which will provide at least four hundred (400) square feet of properly lighted and heated space for an office, briefing room, and restrooms. The building shall comply with all local building codes and OSHA regulations.

### **Article 15.5.2.2 Personnel**

The person, firm, corporation, or other business entity desiring to engage in pilot flight training at the Flandreau Municipal Airport shall employ personnel that are properly certified by the Federal Aviation Administration (FAA) as flight instructors in order to cover the type of training offered.

### **Article 15.5.2.3 Aircraft**

All aircraft used in pilot flight training at the Flandreau Municipal Airport must be airworthy, properly licensed, and insured for flight instruction.

### **Article 15.5.2.4 Hours of Operation**

Normal operational hours for training will be at the trainer's discretion, but the Flandreau Municipal Airport should remain reasonably available to the public.

### **Article 15.5.2.5 Insurance Coverage**

The person, firm, corporation, or other business entity desiring to engage in pilot training at the Flandreau Municipal Airport shall obtain the following insurance coverage:

- a. Aircraft liability, public liability, and property damage at the following minimum levels of coverage:
  1. Bodily injury - \$100,000.00 for each person, \$1,000,000.00 for each occurrence.
  2. Property damage - \$1,000,000.00 for each occurrence.
  3. Passenger liability - \$100,000.00 for each person, \$1,000,000.00 for each occurrence.
  4. Medical - \$5,000.00 for each person.
  5. Deviation below these minimums will require prior approval from the City of Flandreau and the Airport Board.

### **Article 15.5.2.6 Exception**

A person shall be permitted to give flight training at the Flandreau Municipal Airport without the requirement of maintaining a building so long as the person meets all of the other requirements of this Chapter and such flight training is not on a full time basis. This exception does not apply to flight training conducted by firms, corporations, or other business entities engaged in the flight training business.

### **Section 15.5.3. City Discretion**

The operation of a flight training program at the Flandreau Municipal Airport shall be conducted in conjunction with all relevant federal aviation regulations, state laws, local ordinances, and at the discretion of the Flandreau City Administrator and the Flandreau Airport Board.

## **Chapter 15.6. Aerial Application**

### **Section 15.6.1. Purpose.**

The purpose of this Chapter is to provide a set of guidelines for the operation of an aerial application business at the Flandreau Municipal Airport.

### **Section 15.6.2. Permit.**

No person, firm, corporation, or other business entity shall operate an aerial application business from the Flandreau Municipal Airport without first obtaining a permit from the City Administrator. The permit fee for an aerial applicator is \$25.00, and shall be issued upon an application provided by the City of Flandreau. The permit applicant shall, at a minimum, provide the following information:

- a. Name, address, and phone number of the applicant;
- b. Trade name, if any, under which the license is to be exercised;
- c. If a partnership, the names and addresses of the partners;
- d. If a corporation, the names and addresses of the officers;
- e. Place of business or location where the license is to be utilized;
- f. Description of the activity to be conducted under the license;
- g. Proof of the aerial applicator's pilot and driver's license;
- h. Proof of current Federal Aviation Administration (FAA) Commercial Certificate, properly rated for the aircraft to be used, and meeting the requirements of Part 137 of FAA regulations.
- i. Proof of financial responsibility for damages and cleanup for an accidental discharge must be submitted to the City Administrator prior to commencing operations at the Flandreau Municipal Airport;

In addition to the information indicated above, the applicant shall also deposit with the Flandreau City Finance Officer a bond in the amount of \$5,000.00 prior to commencing operations. The bond shall be maintained at the office of the Flandreau City Finance Officer throughout the duration of the applicant's operations at the Flandreau Municipal Airport, however the bond may be returned to the applicant upon the

termination of the applicant's operations at the Airport, and subject to the approval of the Airport Manager.

### **Section 15.6.3. Aircraft Fee.**

The holder of a permit issued in Section 15.6.2 shall submit an annual fee of \$250.00 per aircraft to the City of Flandreau.

### **Section 15.6.4. Insurance.**

At all times during the operation of an aerial application business at the Flandreau Municipal Airport, the applicant shall maintain insurance upon said business and premises, and provide proof of such coverage with the City of Flandreau. At a minimum, the applicant shall maintain the following insurance coverage:

- a. Aircraft liability, public liability and property damage at the following minimum levels of coverage:
  1. Bodily injury - \$100,000.00 for each person, \$1,000,000.00 per occurrence;
  2. Property damage - \$1,000,000.00 for each occurrence.
  3. Medical - \$5,000.00 for each person.
  4. Deviation below these minimums will require prior approval from the City of Flandreau and the Airport Board.

### **Section 15.6.5. Facilities.**

The applicant will use a segregated chemical storage area that is protected from public access. Chemical storage tanks shall be designed and used in accordance with any appropriate federal, state and city regulations, and adequate ground equipment, such as an approved permanent or portable containment area, will be used as approved by the City Manager and Airport Board, for all loading and unloading of chemicals.

### **Section 15.6.6. Chemical Handling.**

#### **Article 15.6.6.1 Spill Prevention Plan**

The applicant shall provide the City Administrator with a copy of their spill prevention, containment and control plan for their operations at the Flandreau Municipal Airport prior to the issuance of a permit, and such plan shall be reviewed by the applicant on an annual basis, and any updates or modifications to the plan will be filed with the City of Flandreau.

#### **Article 15.6.6.2 Discharge or Spill**

The applicant shall notify the City Administrator within one hour of the applicant having knowledge of a discharge of hazardous material at the Flandreau Municipal Airport.

**Section 15.6.7. Revocation.**

Any permit issued under this Chapter may be revoked by the City of Flandreau for a violation of state law, federal rule or regulation, municipal ordinance, or for good cause showing.