

Airport Rules and Regulations

James H. Connell Field at Independence Municipal Airport

DEFINITIONS

All words and phrases used in this chapter shall have the following meaning unless its context requires otherwise. All definitions contained within the Federal Aviation Act of 1958 (FAA Act) and all amendments thereto are incorporated herein. All definitions shall be interpreted consistently with the Federal Aviation Act and amendments thereto.

"Aircraft" means a device that is used or intended to be used for flight in the air, including helicopters and ultralight vehicles.

"Airport" means all the areas comprising the Independence Municipal Airport, as now existing or as the same may hereafter be expanded and developed and shall include all of its facilities.

"Airport Board or Board" means the duly appointed five-member Airport advisory Board of the City.

"Airport Manager or Manager" means the Airport Manager of Independence Municipal Airport or his/her designee.

"City" means the City of Independence, IA.

"City Manager" means the City Manager of the City of Independence, IA or his/her designee.

"Commercial activity" means the conduct of any aspect of a business or concession on the Airport for revenue.

"Council" means the City council.

"FAA" Federal Aviation Administration: the division of the Department of Transportation that inspects and rates civilian aircraft and pilots, enforces the rules of air safety, and installs and maintains air navigation and traffic-control facilities.

"Field Area" means that area used for aircraft taxiing, run-up, takeoff, landing, tie-downs, loading, and unloading of passengers and baggage. The field area shall include all areas used by vehicles or pedestrians to gain access to any of the above and shall include all additional areas designated by the Manager as a field area.

"General Fixed Base Operator" means a person, firm, or corporation subject to the provisions of a lease and nonexclusive license engaging in some but not necessarily all of the following: the sales, service, renting, or leasing of new or used aircraft, parts, aircraft accessories, and hardware, custom repair, overhauling, and modification of general aviation aircraft and/or aircraft equipment, including the conduct of charter flight service, aerial photography, and flight schools.

"Mayor" means the Mayor of the City of Independence, IA.

"Operator" means the person, firm, or corporation in possession of an aircraft or vehicle or any person who has rented such for the purpose of operation by him/herself or an agent.

"Owner" means a person who holds the legal title of an aircraft or a vehicle unless the aircraft or vehicle is subject to a conditional sale or lease where immediate rights of possession have vested in the conditional vendee or lessee.

"Park" or "Parking" means the standing of an aircraft or vehicle whether occupied or not.

"Pedestrian" means any person on foot.

"Permission" or "Permit" means permission granted by the Airport Manager, Airport Board, or City unless otherwise specifically provided herein.

"Public area" means all other Airport areas not field areas, except those areas located within the footprint of any owned or leased hangar, and those areas designated by the Manager as nonpublic areas. The indoor public area consists of: downstairs lobby, downstairs refreshment area, downstairs bathrooms, upstairs lounge, upstairs bathroom, and upstairs kitchen area. For outdoor public areas, please refer to the map.

"Special Fixed Base Operator" means a person, firm, or corporation subject to the provisions of a lease and nonexclusive license engaging in some but not all of the activities of a General Fixed Base Operator.

"TSA" means the Transportation Security Administration which is an agency of the U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States.

"Vehicle" means a device in, upon, or by which a person or property is or may be propelled, moved, or drawn upon a highway except a device moved by human power.

OPERATING POLICY

As the operator and proprietor of the Airport, on behalf of the citizens of the City, it is the intent of the Airport Board and the City Council:

- A. To operate the Airport in a business-like manner with as little cost as possible to the taxpayers through the imposition of fair and reasonable rentals, fees, and charges.
- B. To provide for both private and commercial aviation at the Airport to the extent practicable within physical, economic, and environmental constraints.

- C. To promote the growth for the full range of on-base aeronautical support consistent with the need for the service and the availability of space and physical facilities.
- D. To protect the Airport patrons and users from unsafe operations and/or services and to maintain and preserve all Airport facilities in a safe, secure and orderly condition.
- E. To promote fair competition and not expose those who have been duly authorized to lawfully undertake the provision of commodities and/or services at the Airport to irresponsible, unethical, and/or unauthorized business or commercial activity at the Airport.
- F. To permit and provide adequate facilities for Owners of general aviation aircraft to work on and service their own aircraft within the limits as may be imposed herein or other applicable Airport regulation(s) for purposes of safety, preservation of Airport facilities, and protection of the public interest.
- G. To promote the utility, educational, and recreational aspects of general aviation.

ADMINISTRATION AUTHORITY – OPERATION – CITY HELD HARMLESS

- A. In addition to the requirements of the Federal Aviation Administration, the Civil Aeronautics Board, the TSA, the Iowa Department of Transportation Aviation Bureau, the Buchanan County zoning code, the City of Independence zoning code, and the Airport Zoning Code (City Ordinance No. 2017-485), the Manager, Council or Airport Board may promulgate such rules and regulations, orders, and instructions as are necessary in the administration of this chapter. The Manager may post signs at the Airport which state or apply the rules, regulations, orders, or instructions. Each person on the Airport shall comply with all rules, regulations, and signs posted by the Manager pursuant to this chapter. Each member of the Manager's staff as a representative of the Manager, is empowered to require compliance with the provisions of this chapter and all rules and regulations issued by the Manager.
- B. The Airport shall be conducted as a public air facility for the promotion and accommodation of civil aviation and associated activities.
- C. The privilege of using the Airport and its facilities shall be conditioned on the assumption by the user thereof of full responsibility and risk for such use, and the user thereof releases and agrees to hold the City and its officers and employees harmless, and to indemnify them from any liability or loss resulting from the use. The City reserves the right to deny the use of the Airport to any person who is judged by the Manager or City Manager to be endangering the public's safety, health, or welfare.

PROPERTY REGULATIONS – CITY NOT LIABLE

The City assumes no responsibility or liability for loss, injury, or damage to persons or property on the Airport or using Airport facilities, including but not limited to fire, vandalism, wind, flood, earthquake, or collision damage.

DAMAGE TO AIRPORT PROPERTY – RESPONSIBLE PARTY TO COMPLY WITH COMPENSATION RULES

Any person causing, or determined liable for, any damage to Airport property, shall be required to pay the City on demand the full cost of repairs to the damaged property. Any person failing to comply with these rules may be denied access to or refused use of the Airport.

DAMAGE, INJURIOUS ACTIVITIES, AND ABANDONMENT PROHIBITED

- A. No person shall recklessly, intentionally, or accidentally on a repetitive basis, destroy, injure, deface, or disturb in any way any building, sign, equipment, marker, or other structure, tree, shrub, flower, lawn, or seeded area on the Airport.
- B. No person shall conduct on or at the Airport, activities that are injurious, detrimental, or damaging to the Airport, business of or located at the Airport, Airport patrons, or any other persons located on Airport grounds.
- C. No person shall abandon any personal property at the Airport.

EXPLOSIVES PROHIBITED

No person shall possess any unauthorized explosives or fireworks at the Airport.

UNAUTHORIZED AIRCRAFT OR VEHICLES REMOVED

- A. Aircraft shall be stored in hangars, t-hangars, or authorized tie-down areas when available.
- B. Vehicles shall be parked in the north parking lot if the vehicle is intended to be left, or in hangar/t-hangar in accordance with the lease agreement.
- C. Any aircraft or vehicle that has been parked in an unauthorized location, without the express authorization of the Airport Manager, may be removed or caused to be removed by the Airport Manager.

AUTHORITY TO REMOVE

The Airport Manager shall with the concurrence of the City Manager, or the Mayor in the absence of the City Manager, have the right to cause the removal from Airport property, any person, including the operator of any vehicle or aircraft, who violates any provisions of these rules and regulations-or the FAA regulations. Any person so removed may appeal the removal to the Airport Board by the submission of a written appeal to the Airport Manager, City Manager, or Airport Board Chairperson, setting out the reasons and arguments in support of the appeal. While any appeal is pending, the removal shall be temporarily stayed, absent a determination by the Airport Manager and City Manager that a stay of the removal would put the Airport, Airport Patrons, or other persons at risk of damage or injury. Any appeal shall be heard and considered as soon as practicable, and in no case later than seven (7) days after the submission of a written appeal to the Board.

AIRCRAFT OPERATIONS

Regulations:

- A. No person shall conduct any aircraft operation to, or from, or over the Airport except in conformity with all Federal Aviation Administration regulations, and the rules and regulations promulgated by the Airport Board and the Airport Manager.
- B. No person shall park an aircraft on any runway or taxiway. The Airport Manager has the authority to direct parking or taxiing operations. Taking off from the taxiway is strictly prohibited.
- C. No person shall park or store an aircraft at the Airport except in areas designated by the Manager.
- D. Preventive maintenance work, as defined in Title 14, Part 43, Appendix A(c), Code of Federal Regulations, may be performed at the Airport tie-down areas by the Owner or operator of the aircraft. Aircraft Owners who possess current mechanic ratings such as A&P and IA may do additional work in the tie-down areas subject to the approval of the Manager. All other aircraft maintenance, rebuilding, and alterations shall be performed only in those areas designated by the Manager.
- E. No person shall remove any aircraft from the Field Area or any hangars or operate aircraft while under the influence of intoxicating beverages, drugs, or any combination thereof, including but not limited to those specifically prohibited by FAA guidelines.
- F. All Owners and operators who desire to base their aircraft at the Airport shall register their aircraft with the Manager or Manager's designee prior to beginning operations. Any change in Ownership of the aircraft shall be reported as soon as possible.
- G. If the Manager believes the conditions at the Airport, or any portion thereof, are unfavorable for aircraft operations, the Manager may close the Airport, or portions thereof, in accordance with applicable Federal Aviation Administration procedures, as appropriate.
- H. No aircraft shall be permitted to remain on any part of the landing or takeoff areas for the purpose of repairs unless approved by the Airport Manager.
- I. No person shall, without the Owner's permission, interfere with or tamper with an aircraft located at the Airport, except for the movement of an aircraft in an emergency situation.
- J. No person shall move an aircraft on the Airport in a negligent or reckless manner.
- K. No person shall start or taxi any aircraft in any location or manner that may result in injuries to person or property. If the aircraft cannot be taxied without violating this paragraph, the aircraft must be towed to the desired location.
- L. All air traffic should avoid flight-overpopulated or noise sensitive areas whenever possible, consistent with safety.
- M. All operators handling hazardous materials on the Airport will handle said materials in as safe a manner as possible in compliance with product guidelines, recommendations and/or directives, and in the event of a spill, or other unauthorized or inappropriate release, will immediately report the spill or release to the Airport Manager or appropriate emergency personnel. All spills or releases, and damages caused or created by a spill or release, must be cleaned up or remedied by the person or entity responsible for the spill or release if authorized to do so and able to do so in a safe and adequate manner in compliance with

product guidelines, recommendation and/or directives. In the event a spill or release requires outside resources to clean up or remedy, the person or entity responsible for the spill or release shall be solely responsible for all expenses incurred to clean up, mitigate, repair, or to otherwise address the spill or release. In all cases, any contaminated waste or property must be dealt with or disposed of in accordance with applicable law and regulation.

- N. All Agriculture operations (Spray Planes) must use the North Apron area (North of the Main Terminal) when loading or unloading materials for spraying operations unless authorized by the Airport Manager.

Accident Procedures:

- A. Persons involved in aircraft accidents occurring at the Airport shall make a full report thereof to the Manager or his/her representative as soon as possible after the accident. The report must include all pertinent information. For the purposes of this section, an aircraft accident shall include any event involving an aircraft resulting in any property damage, whether to the aircraft or other property, personal injury, or death. Persons or Operators causing damage described above shall be responsible for all costs of repairs and other damages, and agree to work with any injured party to resolve claims for damage.
- B. Every Operator and aircraft Owner shall be responsible for the prompt removal of any disabled aircraft or parts thereof, as directed by the Manager or his/her representative, subject to accident investigation requirements. If removed by a party other than the Operator or Owner, the Operator and/or Owner shall be responsible to cover the costs of said removal or relocation, if any.

MOTOR VEHICLES

General Regulations:

- A. No motor vehicle shall be operated on the Airport if it is so constructed, equipped, or loaded as to endanger persons or property as determined by the Airport Manager.
- B. Each operator of a motor vehicle involved in any accident on the Airport that results in personal injury or property damage, shall make a full report to the Manager or Manager's designee as soon as possible after the accident. The report must include all pertinent information. Persons or Operators causing damage, as set forth above, shall be responsible for all costs of repairs and other damages, and agree to work with any injured party to resolve claims for damage.
- C. Every Operator of a motor vehicle involved in any accident, shall be responsible for the prompt removal of any disabled motor vehicle or parts thereof, as directed by the Manager or Manager's designee, subject to accident investigation requirements. If removed by a party other than the Operator or Owner, the Operator and/or Owner shall be responsible to cover the costs of said removal or relocation if any.
- D. No person shall operate any motor vehicle on the Airport in violation of this chapter, or rules and regulations promulgated by the Manager or the laws of the State of Iowa.
- E. No person shall operate a motor vehicle on the Airport in a negligent or reckless manner.

- F. No person shall park or stand a motor vehicle at any place on the Airport in violation of any posted sign, within fifteen feet of a fire hydrant, or in a manner as to block any fire gate or entrance, road, or taxiway.
- G. The Manager or Manager's designee may remove, at the Owner's expense, any motor vehicle which is parked on the Airport in violation of this chapter. The Owner shall be solely responsible for the costs of removal and storage as applicable.
- H. Owner-operators of vehicles are responsible for cleaning up any and all debris resulting from vehicle operation that could result in foreign object damage (FOD) or create an unsafe operating environment.

ROADS AND WALKS

Unauthorized Travel:

It is unlawful for any person to travel on the Airport except on a road, walk, or other marked place provided for the type of travel employed by the person.

Obstructions Unlawful:

It is unlawful for any person to occupy/loiter or place an object on a road or walk on the Airport in a manner that hinders or obstructs its proper use.

FIRE HAZARDS AND FUELING OPERATIONS

General Regulations:

- A. No person or entity shall sell fuel on the grounds of the Airport other than the City.
- B. It is unlawful for any person to fuel or defuel an aircraft in the Airport while:
 - 1. It is in a hangar or enclosed space.
 - 2. Passengers are in the aircraft unless a passenger loading ramp is in place at the cabin door, a "no smoking" sign is displayed, and the rule is enforced.
- C. No person shall start the engine of an aircraft, before inspecting and ensuring that there is no gasoline or other volatile flammable liquid on the ground beneath the aircraft of a sufficient quantity to cause a hazard.
- D. No person shall operate a radio transmitter or receiver, or switch electrical appliances on or off, in an aircraft while it is being fueled or defueled.
- E. During the fueling of an aircraft at the Airport, the dispensing apparatus and the aircraft shall both be grounded in accordance with orders and instructions of the Airport Manager.
- F. Each person engaged in fueling or defueling at the Airport shall exercise care to prevent the overflow of fuel and shall have readily accessible and adequate fire extinguishers. Any overflow of fuel shall be appropriately addressed, and cleaned up, by the person responsible for the overflow, and if more than a very minor overflow, shall notify the Airport Manager or Manager's designee of the overflow, the steps taken to address, and must allow the Manager an opportunity to inspect the location of the overflow.

- G. During the fueling or defueling of an aircraft, no person shall, within fifty feet of that aircraft, use any material that is likely to cause a spark or be a source of ignition. (Smoking on Airport property is strictly prohibited.)
- H. Each hose, funnel, or appurtenance used in fueling or defueling an aircraft shall be maintained in safe, sound, and non-leaking condition and must be properly grounded to prevent the ignition of volatile liquids.
- I. Hot fueling/loading can be extremely hazardous and is not recommended except when absolutely necessary due to the nature of the operation. Operators who conduct hot fueling/loading should develop standard operating procedures (SOPS) for flight and ground crew personnel.
- J. Fuel dispensed into approved containers, or a transfer trailer, must be completed within the regulations set out above. The City will not be liable for contamination of fuel after the fuel is dispensed into an approved container, transfer trailer, or aircraft.

Use of Flammable Cleaning Fluids:

Flammable or volatile liquids having a flash point of less than Ninety-Six Degrees Fahrenheit (96° F), shall not be used to clean an aircraft, aircraft engine, propeller, or appliance within an aircraft hangar or similar structure, or within fifty feet (50') of another aircraft, aircraft hangar or similar structure.

Open Flames:

It is unlawful for any person to have in his possession an open flame, flame-producing device, or other source of ignition (except cigarette lighters or matches for that purpose) in any hangar or similar type of building.

Smoking Prohibited:

Smoking is prohibited on all Airport property, whether inside or outside of a building or inside or outside of a vehicle or aircraft.

Storage When Fire Hazard:

- A. No materials or equipment may be maintained, stocked, located, or stored at the Airport in a manner that constitutes a fire hazard.
- B. All combustible materials, flammable liquids, or other hazardous materials must be maintained and stored in a safe manner in full compliance with the manufacturer's recommendations where appropriate, and in full compliance with all state and federally recognized safety standards.

Surface Areas to be Kept Clean:

All users of Airport property shall keep all areas so used free and clear of oil, grease, or other foreign materials that could cause a fire hazard, slippery, or other unsafe conditions.

Doping on Airport Property:

It is unlawful for any person to conduct a doping process on the Airport except in a properly designed fire-resistive and ventilated room or building in which all lights, wiring, heating, ventilating equipment, switches, outlets, and fixtures are approved for use in hazardous areas, and in which all exit facilities are approved and maintained for such use, or except in an open area as designated by the Manager. No person shall enter or work in a dope room while doping processes are being conducted unless wearing spark-proof shoes.

Compliance with the Uniform Fire Code Required:

All persons shall comply with the provisions of the most recently adopted Uniform Fire Code of the City.

Authority to Inspect – Compliance Required:

The City Fire Chief or duly authorized designee shall inspect as often as deemed necessary and appropriate, potentially annually, all buildings and premises for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause or contribute to fire or its spread. All orders, notices or recommendations of the Fire Chief shall be complied with by all persons without delay.

TRASH REQUIREMENTS

- A. No uncovered trash containers shall be used or maintained on the sidewalk or road or in any public area of the Airport.
- B. No vehicle designed for and used for the hauling of trash, dirt, or other materials may be operated on the Airport unless it is designed, built, or appropriately modified to prevent its contents from dropping, sifting, leaking, or otherwise escaping.
- C. Trash Containers will be provided for each hangar and shall be maintained by the Hangar tenant. Replacement Containers, when necessary, will be provided by the Airport to that Hangar tenant at the Airport's expense unless the replacement was caused by the negligent or reckless actions of the Tenant, Tenant's invitees, employees, agents or guests, in which case the replacement cost will be invoiced to Tenant.
- D. Trash from hangars may be properly disposed of in the dumpster by the north gate.
- E. No equipment, supplies, or materials may be stored in a manner which creates a risk of injury to person or property.

AUTHORITY TO INSPECT AT ANY TIME

The Airport Manager, City Manager, or Manager's designee shall have the right at all reasonable times to inspect all areas owned by the Airport under lease and/or occupied by tenants, or other person or entity.

PROVISIONS INCORPORATED INTO LEASE

The provisions of these rules and regulations shall be deemed to be incorporated into every lease and sublease and violations of the provisions of these rules and regulations may result in termination of the lease or sublease.

COMMERCIAL OPERATIONS

Definitions:

For the purpose of this article, a "Business or Commercial Activity" means and includes the following types of activities when done for hire, compensation, or reward:

- A. Retail sales of goods, wares, merchandise, or services.
- B. Pilot training and flight instruction.
- C. Sale, rental, or charter of aircraft.
- D. Air carrier and air taxi operations.
- E. Sale of aviation petroleum products.
- F. Sale or service of aircraft parts, avionics, instruments, or other aircraft equipment.
- G. Repair, maintenance, rebuilding, alteration or exchange of aircraft engines, components, or other parts.

Prohibited Acts:

No person or entity may engage in any business or commercial activity on the Airport without a lease approved by the Council, or a sublease from a duly authorized master lessee approved by the Council. For the purposes of this section a "person or entity" shall include an individual or group of individuals, including a company, partnership, corporation, or other association. This prohibition shall also apply to persons/entities who use the Airport as a base for conducting a Business or Commercial Activity even though their office or other place of business is not located on the Airport property. The above prohibitions do not apply to the following, whether meeting the definition of "business or commercial activity" or not:

- A. Aircraft operations where the flight originates and terminates elsewhere, and the Airport is used as a temporary stopping place for landings, refueling, other appropriate aeronautical services, or the embarking or debarking of passengers.
- B. Company or corporate-owned aircraft where personnel or products are transported as part of the company enterprise, for company/corporate purposes.
- C. Casual or isolated transactions including sales or services provided by an Owner or Owner/Operator, providing occasional flight instruction, for example. Whether an Owner or Owner/Operator fits within this exception shall be determined by the Airport Manager. The Airport Manager's determination may be appealed to the Airport Board. The Airport Board shall normally consider the appeal within seven (7) days of receipt, and the written decision of the Board shall be final.
- D. Sales of food by organizations, approved by the Airport Manager or Airport Board, for approved special events.

- E. No lease or license providing an exclusive right to provide an aeronautical service, operation, or activity at the Airport shall be issued or approved.

Appropriate Allocation of Ground Space – Structures to Comply with City Building Regulations:

Leases for aeronautical and commercial activities on the Airport shall be issued and approved contingent on the lessor (Airport) constructing or providing a structure or structures on the leased property appropriate to the type of aeronautical or commercial activity to be conducted. Ground space allocations under lease agreements shall be made in accordance with the Airport Master Plan and land use plan adopted by the City for the development of the Airport. All structures erected at the Airport shall comply with appropriate building and FAA regulations where appropriate. Structural and architectural design of all structures shall be subject to City approval.

Procedures for Acquiring Lease:

Any person or entity interested in leasing land or structures on the Airport property shall contact the Airport Manager to discuss. If the person/entity chooses to move forward with a lease, the person/entity and the Airport Manager in consultation with the City Manager shall discuss likely terms and conditions and prepare a draft lease agreement to be presented to the Airport Board for review, consideration, and input. After such Board review, and final negotiations with the proposed tenant, the Lease as negotiated shall be forwarded to the City Manager who shall present it to the City Council for consideration and approval. Lease provisions shall be negotiated to reflect fair market value and shall also include provisions to increase lease rates on an annual basis during the agreed-upon lease term. Any lease for a period in excess of three (3) years requires that a public hearing be scheduled and held in advance of lease approval by the City Council. Prior to entering any lease for property, or a hanger, at the Airport, the prospective lessee must present to the City satisfactory evidence that it meets minimum standards as established herein and by the Airport Board.

A waiting list will be formed for the T-hangars based on the order in which the Manager is informed of an interest to be put on such a list. When a hangar becomes available everyone will be contacted in order until the spot is filled. If someone declines to take advantage of the empty space but wishes to remain on the list, they will be moved to the bottom of the list.

Fixed Base Operator's License Issued Subject to Compliance:

- A. A General Fixed Base Operator's license will be issued, subject to compliance with all conditions hereinafter imposed and upon proper application, to a person or entity providing the following services:
1. Fuel and oil sales
 2. Flight training services
 3. Aircraft charter and taxi services
 4. Aircraft rental and sales
 5. Sale of aircraft parts, accessories, and hardware
 6. Repair, overhauling, and modification of aircraft or equipment

- B. A Special Fixed Base Operator's license will be issued, subject to compliance with all conditions outlined in Paragraph A immediately above, upon proper application, to a person or company providing some but not all of the services required of a General Fixed Base Operator.
- C. Aviation fuel will be sold at the Airport only by the City or by a duly licensed Fixed Base Operator. Nothing in this section shall be construed to limit the right of any person or entity to provide fuel for his/her own aircraft. However, such self-service fueling shall meet all applicable City, state, and federal safety regulations.
- D. All Fixed Base Operators, General and Specific, shall individually or in cooperation with other entities at the Airport, maintain such hours and/or call-out arrangements to adequately service public demand for the products/services provided by the Fixed Base Operator.
- E. Nothing herein shall prevent persons or entities from selling goods or services during a special event on the Airport property if pre-approved by the Manager.

Insurance Coverage Required:

All lessees of Airport property shall obtain and maintain liability insurance coverage, with the City being named as an additional insured. The insurance certificates shall show proof of liability insurance in the following minimum amounts: Commercial General Liability of \$1,000,000 per occurrence, and \$2,000,000 aggregate. Such insurance certificates must be provided by the lessee to the Airport Manager prior to the commencement of the lease term, and regularly thereafter as requested, to show continuing coverage as required by this provision.

RATES AND CHARGES ESTABLISHED BY BOARD – APPROVED BY COUNCIL

A schedule of rates and charges for the use of the Airport and its facilities, not specifically set forth herein, shall be established by the Board and approved by the City Council. Each person or entity subject to the rates and charges shall promptly pay all amounts determined to be due in accordance therewith.

Rates and Charges:

- A. Tie-down Fees shall be assessed to the owner or operator of an airplane tied down on the ramp or apron for more than thirty (30) consecutive days where the owner or operator fails to communicate their intent to the Airport Manager. Tie down fees will be in the amount of \$100 per month and will be collected after thirty (30) days of being parked on the ramp or apron in coordination with hanger rent unless an alternative agreement is approved by the Airport Manager or authorized representative. The Airport shall request proof of liability insurance coverage for Airport property. Amounts of coverage shall be set at appropriate levels by the City.
- B. Parking Fees. The Operator shall pay to the City the monthly parking fee outlined in the Agreement Summary for each month or part thereof that this Agreement is in effect, computed as set forth by the Airport Board, and approved by the Council. The parking fee

shall be due and payable, in advance, on or before the first day of each month, except that the first month's parking fee, or prorated portion of the first month's fee may be paid in arrears.

- C. **Payments.** Payments shall be made to the City of Independence, Iowa, City Clerk/Treasurer, 331 1st Street East, Independence, IA 50644, or any other address as designated by the Airport Manager when due, without demand and without notice from the City and without deduction, credits, or offset. All such fees, charges, and other amounts payable by the Operator shall be paid via cash, check, or credit card (which may incur additional fees) and must be received by the due date. The parking fee and any other fee required to be paid in advance on or before the first day of each month pursuant to the terms of this license shall be paid on or before the first day of each month without any requirement of notice from the City. Any fees or charges that are payable by the Operator in arrears for the preceding month's activity are due and payable on or before the fifteenth day from the date of the City's invoice. Operator hereby acknowledges late payment to the City of any fee, charge, or other sum due hereunder will cause the City to incur costs not contemplated by this license agreement, the exact amount of which will be extremely difficult to ascertain. If any such, fee, charge, or other sums due from the Operator is not received by the City on or before the fifteenth day from the due date, then the Operator shall pay to the City a late payment fee equal to one and a half percent (1.5%) per month of the amount not paid, calculated for each day, from the due date until the date payment is received by the City. Late payments made by the Operator to the City must be paid to the City Clerk via cash, check, or credit card (which may incur additional fees). The parties hereby agree such a late fee represents a fair and reasonable estimate of the cost the City will incur by reason of the Operator's late payment.

OFFENSES – VIOLATION - PENALTY

Nuisances, Littering, Vandalism Unlawful:

For the purposes of this section a nuisance will be described as whatever is injurious to health, indecent, unreasonably offensive to the senses, an obstruction to the free use of property, or to interfere unreasonably with the comfortable enjoyment of life or property. In addition, any person that interferes with the use of the Airport by being irritating, offensive, harassing, obstructive, or dangerous, may also be deemed and declared to be a nuisance.

- A. No person or entity shall act, or fail to act, if said action or inaction creates or constitutes a nuisance on the Airport Property.
- B. No person shall dispose of garbage, papers, refuse, or other similar materials on the Airport Property except in receptacles provided for that purpose.
- C. No person may vandalize, deface, or otherwise damage any property on the Airport, whether Airport Property, or personal property of the Airport or any other person or entity.
- D. No person or entity may alter, make additions to, or erect any building, structure, and/or sign(s), or make any excavations on the Airport Property without the express written permission of the Airport Manager and City Manager.
- E. No person or entity may intentionally abandon personal property on the Airport property. Personal property shall be deemed abandoned when it remains unattended without written

permission of the Airport Manager for a period of thirty (30) days or more. After the passage of thirty (30) days the Airport Manager will deliver a notice to the owner of the property deemed abandoned, by regular and certified mail to the last known address of the owner, and in the event there is no known address, by publication in the official City newspaper of record, providing thirty (30) days to collect said items, said thirty days to commence on the fourth day after mailing or publication, and end with the thirtieth day, unless the thirtieth day falls on a Sunday or City, State, or Federally recognized holiday, in which case the last day to claim the abandoned property shall be extended, not counting the Sunday or Holiday, as appropriate. If property is deemed to be abandoned consistent with this provision, and not claimed after notice as provided herein, the City will thereafter deal with the property as abandoned property consistent with other applicable provisions of the Iowa Code.

Throwing / Shooting and Unauthorized Hunting:

It is unlawful for a person to throw stones, bricks, or missiles of any kind or to shoot arrows, paintballs, rubber guns, slingshots, air rifles, BB guns, or other dangerous instruments or toys on Airport Property, or to hunt, pursue, trap, catch injure, or kill any bird or animal on the Airport Property without prior written authorization of the Manager.

Unauthorized Solicitation and Advertising Unlawful:

- A. No person or entity may solicit or advertise on the Airport Property, for any purpose, without prior permission of the Manager, or as otherwise allowed herein.
- B. No person or entity may post, distribute or display signs, advertisements, circulars or other printed or written matter in a public area of the Airport except in locations designated by the Manager.

Animals to be Restrained:

No person may enter the Airport property with a dog or other domestic animal unless that animal is restrained by a leash or confined in such a manner as to be completely under the control of the person. No person shall possess any animal on Airport Property that has at any point been determined or declared to be a Vicious or Dangerous Animal by any municipality, governmental entity, or Court of competent jurisdiction.

Unauthorized Flying of Drones and Model Aircraft Prohibited:

No model aircraft, drone, or similar item may be flown within five (5) miles of the Airport unless done in full compliance with all applicable FAA rules and regulations and permission is obtained from the Manager.

MISCELLANEOUS

Council Authority to Establish Additional Standards:

The City council reserves the right to establish additional standards, rules, and regulations, for any and all categories of aeronautical-related businesses or specialized services operating on the Airport property.

Federal Authority:

All lease agreements, contracts, permits, or other agreements between the City and any person or entity using the Airport or Airport Property, shall be subordinate to and subject to all agreements and contracts between the City and the federal government/FAA, now or hereafter existing, relative to the operation and maintenance of the Airport

Violation – Penalty:

No person or entity may violate any provisions hereof these Rules and Regulations or any other lawful rule, regulation, or directive of the City relative to the operation and maintenance of the Airport. Penalties for violations of any such rules and regulations shall be punishable as a Municipal Infraction under City Code.

Complaint Resolution Regarding Manager or Other Employee:

Any complaints associated with the Airport Manager, or other Airport employee, shall be directed to the City Manager to be addressed, and the City Manager shall address the complaint. After receipt of the complaint, and after addressing the complaint, the City Manager may communicate pertinent facts, and steps taken, with the Airport Board.

Where there exists a conflict between any rule, regulation or limitation prescribed herein and any other rule, regulation or limitation applicable to Airport not set forth herein, the rule, regulation or limitation determined to be more stringent shall govern and prevail over the less stringent provision(s).