

## **CHAPTER 8**

### **PUBLIC PROPERTY**

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**8.01 COMPTROLLER-TREASURER TO HAVE CHARGE OF PERSONAL PROPERTY.** In addition to the duties and powers vested in the comptroller-treasurer under the provisions of chapters 3 and 4 of this code, there is hereby vested in him/her the supervision of all movable property belong to the city unless express provision is made to the contrary by ordinance. The comptroller-treasurer shall be accountable for all personal property belonging to the city and shall make such provision for storage and care of such property as shall be necessary or desirable for the safe keeping of such property.

**8.02 INVENTORY.** The comptroller-treasurer shall keep and maintain a perpetual inventory of personal property of such city and shall file copies of inventory in his/her office.

**8.03 PERSONS IN CHARGE OF CITY PROPERTY TO BE RESPONSIBLE FOR SAME.** Any officer or employee of the city receiving supplies, articles, or materials shall be responsible to the mayor and the comptroller-treasurer for the preservation of the same in good order and condition, reasonable wear and tear excepted; and except as to such supplies, articles, or materials as are consumed in the business of the city, each such officer or employee shall be responsible for any loss or damage caused by negligence, abuse, or misconduct on their part.

**8.04 PROPERTY UNSUITABLE FOR USE TO BE REPORTED TO COMPTROLLER-TREASURER.** It shall be the duty of any officer or employee of the city having in his/her possession or under his/her immediate control any personal property belonging to the city to report and turn over any such personal property which has become unsuitable for use by such department because of deterioration or for any other reason, to the comptroller-treasurer who shall dispose of the same as hereinafter provided.

**8.05 TRANSFER OF PERSONAL PROPERTY FROM ONE DEPARTMENT TO ANOTHER.** If at any time the comptroller-treasurer shall find that any such property reported to him/her pursuant to the provisions of the preceding section is needed for use or can be used in some other department of the city, he/she may turn such property over to the department needing the same.

**8.06 TRANSFER OF PERSONAL PROPERTY VALUED AT LESS THAN FIVE HUNDRED DOLLARS.** The comptroller-treasurer shall have the power to dispose of or sell any personal property belonging to the city which has become deteriorated or unfit for the city use and which shall have an estimated value of not more than five hundred dollars (\$500), said value to be determined by the comptroller-treasurer, without securing bids therefor. Proceeds of such sale shall be paid into the city general fund.

**8.07 DISPOSAL OF PERSONAL PROPERTY VALUED AT MORE THAN FIVE HUNDRED DOLLARS.** Any personal property belonging to the city which has become deteriorated or unfit for city use and which will have an estimated value of more than five hundred dollars (\$500) in the opinion of the comptroller-treasurer, shall be disposed of as follows:

(a) Notice of the time and place of the sale of such property shall be published in the official newspaper or posted in such places within the city as to attract probable purchasers for a reasonable time before such sale.

(b) At least ten days before such sale, written notice shall be given to the heads of city departments containing a brief description of such property, its location, and an estimate of its value.

(c) The comptroller-treasurer shall make and preserve an accurate record of such sale and the proceeds thereof shall be paid into the city general fund within ten days after said sale.

(d) In lieu of the above procedure, the common council may make such disposition of property as it deems fit.

**8.08 PUBLIC LIBRARY BUILDING.** The Charles M. White Memorial Library building shall be leased to Portage County, under an agreement with the City of Stevens Point, for a period of twenty-five (25) years. Major repairs and replacements to the building shall be the responsibility of the city.

#### **8.09 MUNICIPAL PARKING LOTS.**

(1) Management. The management, operation and control of all automobile parking lots owned by the city shall be under the direction of the board of public works. The board of public works is authorized to enact such rules as may be necessary and proper to insure and promote the safe, efficient, and proper operation of such parking lots as may be owned and operated by the City of Stevens Point.

#### (2) Operation.

(a) Weight of Vehicles. No person may operate, park or leave standing any vehicle having a gross weight in excess of 8000 pounds in any parking lot designated as a municipal parking lot and owned and operated by the City of Stevens Point, except when operating to, from, or parking at the authorized loading dock, stall, zone or area, for the purposed of and while actually engaged in delivery or pick-up of goods or passengers. Signs shall be erected and maintained in each municipal parking lot designating the provisions of this paragraph.

(b) Parking position. It shall be unlawful to park any vehicle in any municipal parking lot or garage except within the limits of a designated parking stall and except so as to occupy not more than one designated parking space. No vehicle shall be backed into a parking stall but shall be parked in a forward position.

(c) Rates. The board of public works shall establish such fees and charges for the parking privileges in the various municipal parking lots owned and operated by the City of Stevens Point as they shall determine reasonable. Such fees may be based either on hourly, daily, weekly, or monthly parking, and may be measured either by personal attendants or by parking meters. The established fees shall be posted in a conspicuous place at or near the entrance of each parking lot. It shall be unlawful for any person to park a motor vehicle in any municipal parking lot owned and operated by the City of Stevens Point without paying or depositing in a meter the appropriate fee for parking as established by the board of public works and confirmed by the common council.

(d) Except as permitted by the board of public works and approved by the common council, it shall be unlawful to park any vehicle in any municipal parking lot in the City of Stevens Point as follows, and any vehicle left parked in violation may be removed at the option of the police department:

1. All lots, between the hours of 2:00 a.m. and 6:00 a.m. of any day, except lot number 14.

2. Lot number 16, along the east side of Water Street, from a point 206 feet north of Crosby Avenue Extended to a point 388 feet west of Third Street Extended, along the south side of CenterPoint Drive, (total of 14 parking stalls) between the hours of 10:00 p.m. and 2:00 a.m. The parking prohibition in this subdivision is in addition to the prohibition in subdivision 2.

3. Lot number 14 between the hours of 2:00 a.m. and 8:45 a.m. of any day.

(e) Trailers. It shall be unlawful to park any house or truck trailer in any parking lot owned and operated by the City of Stevens Point.

#### 8.10 SALE OF CITY-OWNED PROPERTY.

(1) Requests and Proposals to be Directed to Council. Any request or proposal for sale of city-owned real property shall be directed to the common council and such request or proposal shall be referred to the plan commission for its recommendations prior to final action thereon by the common council. The plan commission may also from time to time report to the common council and recommend that certain tracts of land owned by the city be offered for sale.

(2) Departments to be Notified. The city clerk shall notify the following departments of the proposed sale or disposition of any city-owned land:

(a) Police and Fire Commission.

(b) Sewer and Water Commission

(c) Park and Recreation Commission

If the departments have any objection, it shall be immediately filed with the city plan commission.

(3) Procedure for Disposition of Land. The plan commission shall review any objection and shall forward their recommendation to the finance committee. The finance committee shall then arrange for the disposition of the land involved in the following manner:

(a) The committee shall advertise for bids for the sale of the property and require any bids to indicate the price and the intended or proposed use of the real estate sold. This use shall be demonstrated by a plot plan, sketch, picture, or diagram of any building to be erected on the premises and a statement of the intended use of the premises and any building erected thereon.

(b) The committee after receipt of the bids shall recommend to the common council the ultimate sale or disposition of the property. The committee's recommendation shall be based upon its opinion that the sale or disposition would be in the best interests of the city, on the price to be obtained, the type of building to be erected on the land, and the proposed use to be made of the premises.

(c) As a complete alternative to subsections (a) and (b), the common council may, if it so elects, negotiate directly with any person for the sale or lease of city-owned real estate, on such terms and upon such conditions as it deems fit, subject to the referral, however, to the city plan commission as provided in Section 62.23(5) of the Wisconsin statutes and section 8.10(1) of this Revised Municipal Code.

8.11 ASBESTOS ABATEMENT IN PUBLIC BUILDINGS EXEMPTION. That pursuant to 62.15(1) of the Wisconsin statutes, the following class of public construction need not be let for public bid: The asbestos abatement in public buildings.

8.12 PUBLIC CEMETERIES. The board of public works of the common council shall be responsible for the management, operation and control of all municipal cemeteries in conformity with all the ordinances and resolutions enacted by the common council.

A lot book, ownership record, and burial record shall be kept.

#### 8.13 VEHICLES ON PUBLIC LANDS.

(1) It shall be unlawful for any person to operate any vehicle on or across any of the following lands owned by the City of Stevens Point:

Water Department lands: all that part of Section 23, T24N, R8E, described as the NE quarter of the SE quarter, the SE quarter of the SE quarter, except a park along the Plover River as described in Volume 212, page 528, and except a town road as described in volume 212, page 527, of the Register of Deeds office, the south ten acres of the SW quarter of the SE quarter, except the east one and one-half rods, the north 30 acres of the SW quarter of the SE quarter, except the west 15 acres and except the east 244.75 feet, and except the south 15 feet thereof.

All that part of Section 26, T24N, R8E described as the NW fractional quarter of the SW quarter, the SW fractional quarter of the NW quarter, the NE fractional Quarter of the SW quarter lying westerly of the thread of the Plover River, the SE fractional quarter of the NW quarter lying westerly of the thread of the Plover River.

All that part of Section 27, T24N, R8E, described as the SE fractional quarter of the NE quarter, except the south one and one-half rods.

(2) Definition of Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn, shall include, but not necessarily be limited to, automobiles, trucks, snowmobiles, minibikes, motorbikes and bicycles.

(3) Penalty. Any person who shall violate any of the provisions of this section shall, upon conviction thereof, forfeit not more than \$200.00, together with the costs of prosecution, and in default of payment of forfeiture shall be imprisoned in the county jail until said forfeiture is paid, but not exceeding ninety (90) days.

#### 8.14 REGULATION OF AIRPORT VEHICLE AND PEDESTRIAN TRAFFIC

##### (1) DEFINITION OF WORDS AND PHRASES.

(a) "Pedestrian" - any person on foot.

(b) "Emergency Equipment" - any crash, fire and rescue, or police motor vehicle, and such other equipment as the airport manager may designate as necessary to safeguard airport runways, taxiways, ramps, buildings, and other property.

(c) "Vehicle" - every device in, upon, or by which any person or property is or may be transported or drawn excepting aircraft.

(d) "Service, Maintenance, and Construction Equipment" - approved equipment normally operated by the individual or firm with which the city contracts to operate the airport, fixed base operator(s), and/or the and peripheral roads for the servicing, maintenance, and construction of airport facilities and services or for the servicing of aircraft. This definition shall include equipment owned and operated by a contractor performing work on the airport under a contractual agreement with the City of Stevens Point.

##### (2) OPERATION OF VEHICLES ON RUNWAYS, TAXIWAYS, AND RAMPS.

(a) No vehicles shall enter, be driven upon, or operated upon any airport runway, taxiway, ramp, tie-down area, or any area posted by signs prohibiting their entrance thereon.

(b) The provisions of this section shall not apply to emergency equipment or to service, maintenance, and construction equipment when engaged in performing normal duties.

(c) Aircraft owners or operators may be granted authorization by the airport manager or his designated representative to operate a vehicle to reach their own aircraft. Aircraft owners or operators desiring to operate a vehicle on the ramp shall request such authorization in advance. Any authorization granted shall apply only to a specific need request. Unless specifically authorized, aircraft owners or operators shall only pass over any runway, taxiway, or ramp, as needed to reach the hangar under their control and shall proceed through said areas at a speed not to exceed 10 miles per hour.

(3) SPEED OF VEHICLES. No vehicle shall be driven upon any road within the perimeter of the airport, or upon other airport areas, in excess of 25 miles per hour or the speed limit posted, whichever is lower, nor shall the driver of any vehicle fail to adhere to any sign posted to regulate vehicle traffic on or about the Stevens Point Municipal Airport.

(4) PEDESTRIAN TRAFFIC ON AIRPORT. No pedestrian shall be allowed beyond the administration area or upon the apron or aircraft tie-down area unless for the purpose of embarking in or disembarking from an aircraft, or unless authorized by the airport manager. Unless permission is obtained from the airport manager, pedestrian traffic is prohibited on taxiways, runways, and outlying areas of the airport except for those employees of the city, county, state, federal government, or contractors engaged in airport construction or maintenance work.

(5) VEHICLE PARKING. All vehicles parked on the airport shall be parked in designated areas and in accordance with posted signs or other markings. The airport manager may move, or order the removal of, at the vehicle owner's expense, any vehicle improperly parked.

(6) TRAFFIC AND PARKING. The provisions of city traffic and parking ordinances apply to the airport.

#### 8.15 REGULATION OF HEIGHT IN STRUCTURES AND TREES AND USE OF PROPERTY IN VICINITY OF MUNICIPAL AIRPORT.

(1) Definitions:

(a) Airport - Stevens Point Municipal Airport located in Section 22, 23, 26, and 27, Township 24N, Range E, Portage County, Wisconsin.

(b) Airport Hazard - Any structure, object of natural growth, or use of land which obstructs the air space required for the flight of aircraft in landing or taking off at an airport or is otherwise hazardous to such landing or taking off.

(c) Non-conforming Use - any structure, tree, or use of land which does not conform to a regulation prescribed in this ordinance or an amendment thereto, as of the effective date of such regulation.

(d) Person - any individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

(e) Structure - any object constructed or installed by men.

(f) Tree -any object of natural growth, except farm crops which are cut at least once a year and except shrubs, bushes, or plants which do not grow to a height of more than five feet.

(g) Runway - a level portion of an airport having a surface specially developed and maintained for the landing and takeoff of aircraft.

(2) Zones. All zones established by this section are shown on the map dated July 25, 1975, entitled "Height Limitation Zoning Map, Stevens Point Municipal Airport, Stevens Point, Wisconsin, which is to be found in clerk's registration File No. 883.

(3) Height Limitation Zones. Except as otherwise provided in this ordinance, no structure shall be constructed, altered, located or permitted to remain after such construction, alteration, or location, and no trees shall be allowed to grow to a height in excess of the height limit indicated on the map referred to in (2) hereof.

(4) Use Restrictions.

(a) Activities. Notwithstanding the provisions of (3) of this ordinance, no use may be made of land in any zone in such a manner as to create electrical interference with radio communication between the airport and aircraft, or make it difficult for pilots to distinguish between airport lights and others, or result in glare in the eyes of pilots using the airport, or impair visibility in the vicinity of the airport or otherwise endanger the landing, taking off, or maneuvering of aircraft.

(b) Exceptions. The restrictions contained in (3) shall not apply to objects which are less than thirty-five (35) feet in height above ground level at the object site.

(5) Non-conforming Uses.

(a) Not retroactive. The regulations prescribed in (2) and (3) of this section shall not be construed to require the removal, lowering, or other change or alteration of any non-conforming use or otherwise interfere with the continuance of any non-conforming use, except as otherwise provided by (7)(b) herein.

(b) Changes. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, if the construction or alteration of such was begun prior to the effective date of this ordinance, and if such is diligently prosecuted.

(c) Removal. This section shall not interfere with the removal of non-conforming uses by purchase or the use of eminent domain.

(6) Administration. It shall be the duty of the zoning administrator to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the zoning administrator upon forms furnished by the zoning office. Applications to be decided upon by the city plan commission, according to this ordinance, shall be granted or denied within thirty (30) days of the date of filing, unless Federal Aviation Administration approval is requested. Applications for action by the board of appeals shall be forthwith transmitted by the zoning administrator to the board for hearing and decision. There shall be no charge for applications or permits.

(7) Permits.

(a) Future Uses. No structure shall hereafter be constructed, erected, or installed, or be permitted to remain in any zone created by section (2) of this ordinance until the owner or his agent shall have applied in writing for a permit therefor and obtained such permit from the city plan commission, except structures less than thirty-five (35) feet in height above the ground. Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation, or establishment. The city shall have the right to trim, prune, or remove at the property owner's expense any tree which was planted after adoption of this ordinance and found to be in violation of the height restriction for the zone in which it is located. Application for such permit shall indicate the use for which the permit is desired and shall describe and locate the use with sufficient particularity to permit the city plan commission to determine whether such use would conform to the regulations herein prescribed. If such determination is in the affirmative, the zoning administrator shall issue the permit applied for.

(b) Existing Uses. Before any non-conforming structure may be replaced, altered, or rebuilt, a permit shall be applied for and secured in the manner prescribed by paragraph (a) authorizing such change, replacement, or repair. No such permit shall be denied if the structure will not become a greater hazard to air navigation than it was on the effective date of this ordinance, or than it was when the application for permit was made.

(8) Hazard Marking and Lighting. Any permit or variance granted under sections (8) or (9) herein may, if such action is deemed advisable by the city plan commission to effectuate the purpose of this ordinance and if such is reasonable in the circumstances, be so conditioned as to require the owner of the structure or trees in question to permit the owner of the airport, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to the flyers the presence of an airport hazard.

(9) Board of Appeals. The board of appeals, as created under the city zoning ordinance, pursuant to section 62.23(7) of the Wisconsin statutes is also appointed to administer the appeal provisions of this ordinance.

(10) Appeals and Review.

(a) Variances. Upon appeal in special cases the board of appeals may, after investigation and public hearing, grant such variance from the terms of this ordinance as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of this ordinance would result in unnecessary hardship, and such relief will do substantial justice and be in accord with the spirit of this ordinance, and does not create a hazard to the safe, normal operation of aircraft.

(b) Aggrieved Person. Any person aggrieved or affected by any decision or action of the city plan commission or zoning administrator made in their administration of this ordinance may appeal such decision or action to the board of appeals.

(c) Procedure. Any appeal taken pursuant to this section shall be in conformity with the procedure established by Section 62.23(7)(e) of the statutes.

(11) Penalties. Any person violating any of the provisions of this ordinance shall, upon conviction, forfeit not less than \$10.00 nor more than \$250.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed thirty (30) days for each violation. Each day that a violation continues to exist shall constitute a separate offense.

(12) Severability. If any of the provisions of this ordinance, or the application thereof to any persons or circumstances, are held invalid such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

## 8.16 AIRPORT OPERATION

## (1) DEFINITION OF WORDS AND PHRASES.

- (a) "Airport" - the Stevens Point Municipal Airport.
- (b) "Retail Area" - a building or buildings reserved for commercial business normally conducted by fixed base operators.
- (c) "Fixed Base Operator" - any person, firm, corporation, or association conducting any aeronautical business on the Airport.
- (d) "Manager" - the person or firm employed by the City of Stevens Point under subsection (3).
- (e) "Non-Retail Area" - an area reserved primarily for housing aircraft.
- (f) "Owner" - the City of Stevens Point and/or its common council where appropriate.
- (g) "Airport Commission" - a group of persons appointed by the Owner, under Wisconsin Statutes § 114.14 and Revised Municipal Code ch. 3.53, which has jurisdiction over the construction, improvement, equipment, maintenance, and operation of the airport.
- (h) "Fuel Farm" - a designated area reserved for the storage and/or dispensing of fuel.
- (i) "Fueling Area" - one of the areas designated for the fueling of aircraft.

(2) AIRPORT LAND USE. In order to regulate the development and use of the airport, the airport layout plan as revised, depicts those areas dedicated to the specific uses described in (5) herein.

## (3) AIRPORT COMMISSION.

- (a) The common council has provided for the appointment of an Airport Commission under Revised Municipal Code ch. 3.53. In subsequent references the term "commission" means the Airport Commission.
- (b) The commission shall have jurisdiction over the construction, improvement, equipment, maintenance, and operation of the Airport as provided under Wisconsin Statutes § 114.14.
- (c) The commission shall adopt regulations and establish fees or charges for the use of the airport not inconsistent with this ordinance. Such regulations, fees, and charges will become effective when approved by the owner.

(d) The manager, under the supervision of the commission, shall have the duty of administering and enforcing all airport ordinances, leases, and agreements, and rules and regulations.

(e) The commission, at its option, may meet at the airport as often as it deems appropriate to conduct its business.

(f) The commission shall, in cooperation with the appropriate municipal department, establish an airport accounting system of sufficient detail to enable the commission to accurately establish rates and charges, eliminate inefficient operation and maintenance practices, and accomplish sound financial planning.

(g) The manager shall prepare and submit a monthly report to the commission. Such report shall include operations counts, special operations, flight school information, fuel pumped, miscellaneous, businesses using the airport, and employee status.

(h) The manager shall prepare and submit an annual report to the commission. Such report shall include current information on aircraft operations, based aircraft, along with comparable figures for the past year and projections for the coming year, and include other information deemed pertinent.

(i) The manager shall maintain at the airport a stock of complaint forms on which individuals may record safety concerns, comments, and suggestions. After the individual completes the complaint form he or she is to mail the form directly to the director of public utilities and transportation of the City of Stevens Point.

(j) The commission shall prepare and submit to the owner an annual budget setting forth anticipated revenues and expenditures, including capital improvements.

(k) The commission shall prepare and submit for adoption by the owner an ordinance establishing minimum requirements for the conduct of aeronautical services on the airport and an ordinance regulating vehicle and pedestrian traffic on the airport. When the commission becomes aware of the need for changes to these ordinances it shall prepare and submit appropriate amendments to the owner.

(l) The commission shall prepare and submit for adoption by the owner standard leases and agreements for the various types of airport activities and land uses authorized in this ordinance.

(m) The commission shall make studies and conduct surveys as appropriate to assist in improving the operation of the airport. It shall cooperate with the Wisconsin Division of Aeronautics and the Federal Aviation Administration in airport and system planning functions and other activities.

(n) The commission shall cooperate with, and receive the cooperation of, all municipal departments providing services or assistance to the airport.

(o) The commission shall remain alert to opportunities to return commercial airline service to the airport.

#### (4) AIRPORT OPERATION POLICIES.

The commission, in carrying out its duties and responsibilities, shall adhere to the following policies:

(a) The owner shall refrain from engaging in any activity or providing any service, excluding airport maintenance, using public employees or funds that can be conducted or provided satisfactorily by private parties through lease arrangements.

(b) The owner shall encourage the development of the airport, especially in those areas where substantial building costs are incurred by lessees, by approving long-term leases which provide for the reexamination and readjustment of rates and charges at specified periods of time during the term of the lease.

(c) The owner may provide or participate in the installation of utility service up to a lessee's property line. The lessee shall bear such costs on his leased property.

(d) No person shall engage in any business or commercial activity whatsoever on the airport except under the terms and conditions prescribed in a written agreement between the lessee and the owner. Lessees shall be selected on the basis of their qualifications, financial capabilities, and services offered; and not solely by bid basis. In determining the use of public building space, first consideration shall be given to public necessity and convenience. The owner will provide the Federal Aviation Administration and the Wisconsin Division of Aeronautics with one complete copy of each current lease and agreement and of any subsequent revisions as required.

(e) Buildings to be constructed by lessees shall conform to all state and local building codes, and the building plans shall be subject to approval by the owner; Wisconsin Department of Industry, Labor, and Human Relations; Wisconsin Division of Aeronautics; and the Federal Aviation Administration.

(f) No person shall engage in the activity of storing, transporting, or dispensing of fuels to the general public except those persons satisfying the requirements set forth in the appropriate section(s) of the Minimum Requirements for Airport Aeronautical Services ordinance.

(g) No person shall engage in the activity of storing, transporting, or dispensing of fuels except those persons satisfying the requirements set forth in the appropriate section(s) of the Minimum Requirements for Airport Aeronautical Services ordinance.

(h) The storage of all fuel shall be in above or below ground tanks only, and the owner shall encourage the installation of all fuel storage in the fuel farm area(s).

(i) The manager shall designate areas for fueling aircraft.

(j) Individuals who own or lease hangars in the retail areas or the non-retail areas may drive their vehicle to the hangar under their control. Such vehicles may be parked inside the hangar or next to it but in a manner that does not impede the movement of aircraft. The manager may remove, or order the removal, at the vehicle owner's expense, of any vehicle improperly parked.

(5) ESTABLISHMENT OF LAND USE AREAS.

In order to carry out the purposes and provisions of this ordinance, the following land use areas are hereby established as depicted on the current airport layout plan:

(a) Municipal Terminal Area. This area shall be reserved for the public terminal building and other public use facilities.

(b) Utility and Service Area. This area shall be reserved for utility, service, crash, fire and rescue, and maintenance facilities operated by the owner.

(c) Retail Areas.

1. These areas shall be reserved for commercial business. Allowable activities include but are not limited to: aircraft sales and rental; airframe, power plant, and instrument repair; aircraft fuel and oil dispensing; and air taxi service.

2. Minimum lot sizes and setbacks shall be subject to review by the commission and building heights shall conform to Federal Aviation Administration regulations.

3. The location of specialized retail businesses that pose special safety and operational problems shall be considered on an individual basis by the commission.

(d) Non-Retail Area.

1. This area shall be reserved for hangars, including multiple T-hangars, and the use of this area shall be primarily for housing aircraft. No commercial activities shall be conducted from a hangar in the non-retail area.

2. No flammable liquids shall be stored above or below the ground. Fuel may be dispensed in this area only in designated areas.

3. Aircraft operators who have a hangar under their control may store, in that hangar and for their own use only, not more than three cases of aviation oil.

4. Minimum lot sizes and setbacks shall be subject to review by the commission and building heights shall conform to Federal Aviation Administration regulations.

(e) Tie-Down Areas.

1. These areas are reserved for long-term parking of aircraft based on the airport, or those transient aircraft remaining overnight.

2. Temporary tie-down areas may be designated by the commission or the manager.

(f) Public Apron Areas. These areas are reserved for unloading or loading passengers and cargo, and temporary parking of aircraft.

(g) Auto Parking Areas.

1. These areas are reserved for automobile parking.

2. Temporary automobile parking areas may be designated by the commission or the manager.

(h) Fuel Farm Area(s).

1. These areas are reserved for the storage and/or dispensing of fuel.

2. A written agreement between a fuel farm tenant, other than a fixed base operator, and the owner shall meet the requirements set forth in the appropriate section(s) of the Minimum Requirements for Airport Aeronautical Services ordinance.

(6) SEVERABILITY. The several provisions of this ordinance shall be deemed severable, and it is expressly declared that the owner would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. And, if any provisions of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected thereby.

## 8.17 MINIMUM REQUIREMENTS FOR AIRPORT AERONAUTICAL SERVICES

### (1) DEFINITION OF WORDS AND PHRASES.

(a) "Aeronautical Services" - any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

(b) "Agricultural Lands" - airport owned property that is not presently needed for aeronautical use and is available for agrarian purposes.

(c) "Airport" - the Stevens Point Municipal Airport.

(d) "FAA" - the Federal Aviation Administration.

(e) "Lease" - the right to conduct commercial, aeronautical, or agricultural activities on the airport as defined within the established minimum standards.

(f) "Owner" - the City of Stevens Point.

(g) "Operator" - any person, firm, partnership, corporation, association, or group providing any one or a combination of aeronautical or other services to or for aviation users at the airport.

(h) "Minimum Standards" - the qualifications which are established herein by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical or other activity on the airport.

(i) "Flying or Skydiving Clubs" - a non-profit Wisconsin corporation, partnership, or club.

(j) "Commercial Skydiving Business" - a business offering parachute jumping or skydiving activities to clients.

## (2) MINIMUM STANDARDS FOR ALL OPERATORS.

(a) The following standards shall apply to all operators.

1. Lease shall be for a term to be mutually agreed upon between the parties commensurate with the operator's financial investment in his facility. If the duration of the lease is to exceed five years in length, provisions shall be made to review the terms, lengths, and rents of the lease relative to other changes in the airport environment that have occurred during that period.

2. Operator shall have the experience necessary to conduct any aeronautical or other service he wishes to provide to the public and shall submit a statement of qualifications to the owner upon request. It will be satisfactory if the operator has in a reasonable supervisory position, a person of such experience. Should an operator not have such experience, but can demonstrate to the owner's satisfaction that he has had equivalent related experience or training, such will be deemed acceptable. The operator shall submit a letter of intent detailing the services which he wishes to provide, compliance with the relevant minimum standard as presented in this document, ratings, and licenses his organization will have, and general scope of the operation.

3. Any operator seeking to conduct aeronautical or other services at the airport must provide the owner a letter of financial integrity, to the owner's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The operator must also demonstrate that he has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses.

4. All operators shall demonstrate to the owner's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. In addition, the owner requires the operator to include the owner as an additional insured and stipulates that the operator hold harmless the owner in all actions against it.

5. An operator who provides services not enumerated in this ordinance shall have in force insurance in the amounts specified for the service most nearly comparable to the service he wishes to provide.

6. Each lease for ground space and contract for business at the airport entered into by the owner shall include each of the following provisions as are required by state and federal governments in the most current amendment or form of such mandatory lease provisions as obtained from the state or federal governments:

- a. Fair and nondiscriminatory provisions.
- b. Affirmative action assurances.
- c. Civil rights assurances.
- d. Nonexclusive rights provision.
- e. Other mandated provisions.

7. All operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

8. Any construction required of any operator shall be in accordance with design and construction requirements of the owner, state, and federal regulations and applicable codes. All plans and specifications shall be submitted to the owner for approval.

9. The operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all activities and operations.

10. The operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operator's building to the taxiway or the access to the taxiway that has been or will be provided for the operator.

11. These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements, and lease terms as they relate to the existing minimum standards.

12. All present operators conducting operations on the airport prior to the installation of these minimum standards may be allowed to continue operations without fully complying with them, provided the owner determines that the continued operation is in the best interest of activity at the airport and that the operation is not in violation of any airport assurance compliance regulations. At the termination of the operator's present lease, all existing operators or tenants will be required to comply with these minimum standards.

### (3) AIRCRAFT SALES.

(a) Statement of concept. An aircraft sales operator engages in the sale of new aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

## (b) Minimum Standards.

1. The operator shall lease from the owner ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 3,600 square feet of floor space for aircraft storage and at least 800 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

2. The operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. The operator who is engaged in the business of selling new aircraft shall have available or on call at least one single engine demonstrator.

## 3. The following types of insurance are required:

## a. Aircraft liability:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Passenger liability: \$250,000 each passenger, \$500,000 each accident.

(3) Property damage: \$300,000 each accident.

b. Comprehensive public liability and comprehensive property damage, including vehicular.

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

c. Hangar keeper's liability. (Needed only if non-owned aircraft are left in operator's care.): \$300,000 each accident.

4. The operator shall have his premises open and services available during regular posted hours.

5. The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. The operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the operator, and provide check ride pilots for aircraft sold.

(4) AIRCRAFT AIRFRAME, ENGINE, AND ACCESSORY MAINTENANCE AND REPAIR.

(a) Statement of Concept. An aircraft airframe, engine, and accessory maintenance and repair operator provides one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft up to and including business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

(b) Minimum Standards.

1. The operator shall lease from the owner ground space on which shall be erected a building to provide at least 3,600 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

2. The operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance in which the operator engages.

3. The following types of insurance are required:

a. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

b. Hangar keeper's liability: \$300,000 each accident.

4. The operator shall have his premises open and services available during regular posted hours.

5. The operator shall have in his employ, and on duty or available during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating. Other persons need not necessarily be rated.

(5) AIRCRAFT LEASE AND RENTAL.

(a) Statement of Concept. An aircraft lease or rental operator engages in the rental or lease of aircraft to the public.

## (b) Minimum Standards.

1. The operator shall lease from the owner ground space on which shall be erected a building to provide at least 3,600 square feet of floor space for aircraft storage and at least 800 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

2. The operator shall have available for rental, either owned or under written lease to operator, the appropriate number of aircraft with which to provide effective service.

3. The following types of insurance are required:

## a. Aircraft Liability:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

b. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$500,000 each accident.

c. Student and renter's liability: \$100,000 each accident.

4. The operator shall have his premises open and services available during regular posted hours.

5. The operator shall have in his employ, and on duty during the appropriate business hours, a minimum of one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating.

## (6) FLIGHT TRAINING.

(a) Statement of concept. A flight training operator engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

## (b) Minimum Standards.

1. The operator shall lease from the owner ground space on which shall be erected a building to provide at least 3,600 square feet of floor space for aircraft storage and at least 800 square feet of floor space for office, classroom, briefing room, pilot lounge, and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

2. The operator shall have available for use in flight training, either owned or under written lease to operator, not less than one (1) properly certified aircraft.

3. The following types of insurance are required:

a. Aircraft liability:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

b. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

c. Student and renter's liability: \$500,000 each accident.

4. The operator shall have his premises open and services available during regular posted hours.

5. The operator shall have available least one (1) flight instructor who has been properly certified by the FAA to provide the type of training offered.

#### (7) AIRCRAFT FUELS AND OIL SERVICE.

(a) Statement of concept. Fuel and oil services include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area.

(b) Minimum standards.

1. The operator shall lease from the owner ground space on which shall be erected a building to provide at least 800 square feet of floor space for office, pilot lounge, and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

2. As part of the leasehold, land shall be set aside in a designated area for the bulk fuel storage facility. The storage facility shall be capable of maintaining at a minimum a 10,000 gallon capacity for each major grade of fuel maintained by the operator. The operator shall provide the required pumping equipment, either mobile or fixed, to meet all applicable safety requirements relative to fuel dispensing as required by federal, state, and local regulations, and shall provide reliable metering devices which conform to federal, state, and local regulations.

3. The operator shall provide such minor repair service that does not require a certified mechanic rating and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the operator.

4. The operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters, oxygen supplies, fire extinguishers, and passenger loading steps as appropriate and necessary for the servicing of the aircraft regularly using the Airport. All equipment shall be maintained and operated in accordance with local and State industrial codes.

5. The following types of insurance are required:

a. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

b. Hangar keeper's liability: \$300,000 each accident.

c. Fuel tank financial responsibility: \$500,000.

6. The operator shall have his premises open and services available during regular posted hours. The operator shall make provisions for someone to be in attendance in the office or in the immediate area at all times during the required posted hours.

7. The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of service in an efficient manner.

8. The operator shall maintain an accurate record of the amount and date of deliveries and of sales of fuel and oil. Such records shall be subject to examination and audit by the owner or its representative upon request.

9. The operator shall pay to the owner a fuel and oil flowage fee as determined by the owner for every gallon of fuel and quart of oil sold or consumed by the operator. The amount will be determined from the operator's invoices and the operator's usage records and will be payable on or before the 10th day of the following calendar quarter or as provided for in the lease.

(8) RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION.

(a) Radio or Instrument. Statement of concept. A radio or instrument operator engages in the business of and providing a shop for the repair of aircraft radios or instruments, for general aviation aircraft. This category shall include the sale of new or used aircraft radios and instruments, but such is not an exclusive right. The operator shall hold the appropriate repair shop certificates issued by the FAA.

(b) Minimum standards.

1. The operator shall lease from the owner ground space on which shall be erected a building sufficient to hangar at least one (1) aircraft, to house all equipment, and to provide an office, shop, customer lounge, and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

2. The following types of insurance are required:

a. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

b. Hangar keeper's liability: \$300,000 each accident.

3. The operator shall have his premises open and services available during regular posted hours.

4. The operator shall have in his employ and on duty or on call during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) person who is an FAA-rated radio, instrument, or propeller repairman.

## (9) AIRCRAFT CHARTER AND AIR TAXI.

(a) Statement of concept. An aircraft charter and an air taxi operator engages in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the federal aviation regulations.

## (b) Minimum standards.

1. The operator shall lease from the owner ground space on which shall be erected a building sufficient to hangar at least one (1) aircraft, to house all equipment; to provide space for office, customer lounge, and rest rooms, all properly heated and lighted; and shall provide telephone facilities for customer use.

2. The operator shall provide, either owned or under written lease to the operator, the appropriate aircraft which meet the requirements of the air taxi commercial operator certificate held by the operator.

## 3. The following types of insurance are required:

## a. Aircraft Liability:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Passenger liability: \$100,000 each passenger, each accident.

(3) Property damage: \$300,000 each accident.

b. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

4. The operator shall have his premises open and services available during regular posted hours. The operator shall provide on-call service during hours other than the regular posted hours.

5. The operator shall have in his employ and on duty or available during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by the operator.

(10) AIRCRAFT STORAGE.

(a) Statement of concept. An aircraft storage operator engages in the rental of conventional hangars or multiple T-hangars.

(b) Minimum standards.

1. The operator shall lease from the owner ground space on which shall be erected a building to provide at least 1,320 square feet of floor space for aircraft storage.

2. The following types of insurance are required:

a. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

b. Hangar keeper's liability: \$300,000 each accident.

3. The conventional hangar operator shall have his facilities available for the tenant's aircraft removal and storage twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.

4. The operator shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.

(11) SPECIALIZED COMMERCIAL FLYING SERVICES.

(a) Statement of concept. A specialized commercial flying services operator engages in air transportation for hire for the purposes of providing the use of aircraft for the activities listed below:

1. Nonstop sightseeing flights that begin and end at the same airport;

2. Banner towing and aerial advertising;

3. Aerial photography or survey;

4. Power line or pipe line patrol;

5. Any other operations specifically excluded from Part 135 of the federal aviation regulations.

(b) Minimum standards.

1. The operator shall lease land from the owner and the lease shall include a building sufficient to accommodate all activities and operations proposed by the operator. The minimum areas in each instance shall be subject to the approval of the owner. All operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.

2. The owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All operators will be required to maintain aircraft liability coverage as follows:

a. Aircraft liability:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

3. The operator shall have in his employ, and on duty during regular posted hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

4. The operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize operator's services.

(12) MULTIPLE SERVICES.

(a) Statement of concept. A multiple services operator engages in any two (2) or more of the aeronautical or other services for which minimum standards have been hereinbefore provided.

(b) Minimum standards.

1. The operator shall lease from the owner ground space on which shall be erected a building to provide at least the square feet required herein for the service requiring the greatest number of square feet for aircraft storage, shop and equipment, plus sufficient square feet of floor space to accommodate the additional service(s) provided. The operator shall provide an adequate amount of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

2. The operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical or other service to be performed, except that multiple uses can be made of all aircraft.

3. The operator shall provide the facilities, equipment, and services required to meet the minimum standards as hereinbefore provided for each aeronautical or other service the operator is performing.

4. The operator shall obtain, as a minimum, that insurance coverage which is equal to the highest insurance requirements of any of the aeronautical services being performed by operator.

5. The operator shall have his premises open and services available during regular posted hours.

6. The operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the operator is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the operator.

#### (13) FLYING AND SKYDIVING CLUBS.

(a) Statement of concept. The club must be a non-profit Wisconsin corporation, partnership, or club which engages in an aeronautical activity. Each member must be a bona fide owner of the aircraft or member of the corporation, partnership, or club.

1. A flying club is a group of persons who own and operate an aircraft.

2. A skydiving club is a group of persons who own or operate an aircraft or equipment required in skydiving operations.

#### (b) Minimum standards.

1. The club may not derive greater revenue from the use of its aircraft or equipment than the amount necessary for the actual cost of operation, maintenance, and replacement of its aircraft or equipment. The club will keep current a complete list of the club's membership and a record of club finances and will make such lists and records available to the owner or his representative upon request.

2. The club's aircraft or equipment will not be used by other than bona fide members, and by no one for hire, charter, or air taxi. Student instructions may be given by one club member to another club member, providing no compensation takes place. Otherwise, it must be given by an operator with a current agreement with the owner.

3. In the event the club fails to comply with these conditions, the owner will notify the club in writing of such violations. The club shall have fourteen (14) days to correct such violations. If the club fails to correct the violations, the owner may demand the club's removal from the airport.

4. The following types of insurance are required:

a. Aircraft liability:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Passenger liability: \$250,000 each passenger, each accident.

(3) Property damage: \$300,000 each accident.

b. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

5. Skydiving clubs must have parachute jumping insurance in the amount of \$500,000 each individual, \$1,000,000 each accident.

6. Aircraft or other maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic. All other maintenance must be provided by an operator qualified to provide such service, or by a properly certified mechanic who shall not receive remuneration in any manner for such service.

#### (14) COMMERCIAL SKYDIVING BUSINESS.

(a) Statement of concept. A commercial skydiving business is a business offering parachute jumping or skydiving activities to clients.

(b) Minimum standards.

1. The operator shall lease land from the owner and the lease shall include a building sufficient to accommodate all activities and operations proposed by the operator. The minimum areas shall be subject to the approval of the owner.

2. The following types of insurance are required:

a. Aircraft liability:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Passenger liability: \$250,000 each passenger, each accident.

(3) Property damage: \$300,000 each accident.

b. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

c. Parachute jumping insurance in the amount of \$500,000 each individual; \$1,000,000 each accident.

3. The operator shall have in his employ, and on duty during regular posted hours, trained personnel in such numbers as may be required to provide, in an efficient manner, the services he offers.

4. The operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize operator's services.

5. In the event the operator fails to comply with these conditions, the owner will notify the operator in writing of such violations. The operator shall have fourteen (14) days to correct such violations. If the operator fails to correct the violations, the owner may demand the operator's removal from the airport.

(15) NON-COMMERCIAL AVIATION FUEL USAGE THAT INCLUDES STORAGE OF FUEL AT THE AIRPORT.

(a) Statement of concept. A non-commercial aviation fuel user maintains fuel storage and transfer only for his own aircraft or aircraft leased for his exclusive use.

(b) Minimum standards.

1. No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons holding a written agreement with the owner.

2. At no time shall lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.

3. Lessee shall install and maintain all fuel facilities within the fuel farm in accordance with plans and specifications approved in writing by the owner.

4. Lessee shall comply with all local, state, and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment, and dispensing trucks.

5. Dispensing trucks, bulk fuel trucks, emergency vehicles, and other vehicles approved by the owner shall be the only vehicles permitted within the fuel farm area.

6. All fuel storage shall be in above ground tanks, with secondary containment for equipment such as tanks, valves, meters, and vents.

7. Each prospective fuel lessee shall submit to the owner a written proposal which sets forth the extent of operations, to include: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility; and any cost that may be expected by the owner.

8. The following types of insurance are required:

a. Comprehensive public liability and comprehensive property damage, including vehicular:

(1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

(2) Property damage: \$300,000 each accident.

b. Fuel tank financial responsibility: \$500,000.

9. The lessee shall maintain an accurate record of the amount and date of deliveries and of sales of fuel and oil. Such records shall be subject to examination and audit by the owner or its representative upon request.

10. The minimum storage tank allowed shall be of a 10,000 gallon capacity.

(16) NON-COMMERCIAL AVIATION FUEL USAGE THAT DOES NOT INCLUDE STORAGE OF FUEL AT THE AIRPORT.

(a) Statement of concept. A non-commercial aviation fuel user who does not store fuel at the airport brings onto the airport fuel only for immediate transfer into his own aircraft or aircraft leased for his exclusive use.

(b) Minimum standards.

1. No person shall engage in the activity of transporting or dispensing of non-commercial aviation fuels except those persons holding a written agreement with the owner. A sample of the agreement is shown in Appendix A.

2. At no time shall such person share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.

3. Such person shall comply with all local, state, and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment, and dispensing trucks.

(17) OPERATORS SUBLEASING FROM ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT.

(a) Prior to finalizing an agreement, the lessee and sublessee shall obtain the written approval of the owner for the business proposed. Said sublease shall define the type of business and service to be offered by the sublessee operator.

(b) The sublessee operator shall meet all of the minimum standards established by the owner for the categories of services to be furnished by the operator. The minimum standards may be met in combination between lessee and sublessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sublessee that shall be used to meet the standards.

(18) PROPELLER REPAIR.

(a) Statement of concept. A propeller repair station operator engages in the business of and providing for the repair of propellers for general aviation aircraft. This category shall include the sale of new or used propellers, but such is not an exclusive right. The operator shall hold the appropriate repair shop certificates issued by the FAA.

(b) Minimum standards.

1. The operator shall lease from the owner ground space on which to perform propeller installation and balancing.

2. The following types of insurance are required:

a. Comprehensive public liability and comprehensive property damage, including vehicular:

1) Bodily injury (each accident): \$250,000 each person, \$500,000 each accident.

2) Property damage: \$300,000 each accident.

3. The operator shall provide services only during regular posted hours of the airport.

4. The operator shall have in his employ and on duty or on call during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) person who is an FAA-rated propeller repairman.

5. Activities may only be performed at a designated outside location during daylight hours.

6. Activities may not include anything that would result in contamination of the area from any liquid or solid materials. The area must be kept available for other airport uses when not actively used for propeller removal, installation or balancing.

7. No materials, tools or other items will be stored or left on the ground when not being actively used for the proposed purpose.

(19) PENALTIES.

(a) Any person, party, firm, or corporation who shall violate any of the provisions of the ordinance shall, upon conviction thereof, be punished by a fine of not less than ten (\$10.00) dollars, nor more than five hundred (\$500.00) dollars, together with the costs of prosecution, and in default of payment of forfeiture and costs of prosecution shall be imprisoned until such forfeiture and costs are paid, but not exceeding thirty (30) days.

(b) Each day's failure to comply with any of the provisions of this ordinance shall constitute a separate violation.

## 8.18 OPERATING PROCEDURES FOR PARACHUTE JUMPING

(1) These procedures apply to parachute jumping, also called "skydiving," at the Stevens Point Municipal Airport. They apply both to persons jumping under the sponsorship of businesses and clubs and to those jumping individually.

(2) Conditions.

(a) Written permission to skydive onto or over the airport must be obtained from the airport manager or his or her representative.

(b) The UNICOM operator must be informed at least 30 minutes before skydiving commences.

(c) Any business or club engaged in training student skydivers must ensure that between the time student skydivers exit the airplane and the time they land, those students are in radio contact with an instructor on the ground.

(d) The pilot of any airplane transporting skydivers must be in radio contact with air traffic control as prescribed by Federal Aviation Regulation Part 105.14.

(e) Skydiving is permitted when the flight visibility and cloud clearance requirements of Federal Aviation Regulation Part 105.29 are met. Businesses, clubs, or individuals who wish to skydive between sunset and sunrise must meet the requirements of Federal Aviation Regulation Part 105.33.

(f) Skydiving by student skydivers is not permitted when the wind speed exceeds 14 miles per hour.

(g) When an aircraft is in the landing pattern, skydiving is not permitted unless radio contact is made with the pilot and the pilot agrees that skydiving may occur.

(h) Skydiving is not permitted if it would create a hazard to persons or property.

(3) Primary parachute landing area and alternate parachute landing areas.

(a) The primary parachute landing area is the area designated by the letter "A" on the airport map attached as Appendix B.

(b) The alternate parachute landing areas are the areas designated by the letters "B" and "C" on the airport map attached as Appendix B.

(c) Skydivers shall not pass over a runway at less than 1,000 feet above the surface.

(d) Skydivers who land on a runway or taxiway shall remove themselves and their equipment from such runway or taxiway as soon as possible after landing.

(4) Recovery of skydivers.

(a) Skydivers on foot are not permitted to cross a runway except in case of an emergency, and then only after carefully checking for aircraft taking off or making approaches for landing.

(b) Skydivers on foot may cross taxiways only after determining there is no aircraft traffic on that taxiway.

(c) Vehicles that recover skydivers must be equipped with an operating two-way radio to monitor airport traffic.

(d) Injured skydivers may be recovered by emergency vehicle(s) that may cross runways or taxiways after the driver determines such crossing to be safe.

(5) Insurance and waivers.

(a) Prior to jumping, all skydivers shall have completed a waiver of liability waiving any liability on the part of the owner of the airport, which is the City of Stevens Point, and the airport manager. A copy of a suggested waiver form is attached as Appendix C. Skydivers who are jumping under the sponsorship of a skydiving business or club and who have completed a waiver form that contains not less than the contents of Appendix C may substitute that waiver form.

(b) Prior to jumping, all skydiving businesses or clubs, or those skydiving individually, shall have in force a general liability insurance policy, naming the city as an additional insured, that fully meets the requirements of FAA Order 5190.6A, Section 4-8, subparagraph b (3). Not less than \$500,000 each passenger, \$1,000,000 each accident.

**8.19 HOT AIR BALLOONS.** In the interest of safety, certain rules and regulations are applied to operation of hot air balloons at the Stevens Point Municipal Airport. Operation of hot air balloons by individuals, clubs or for commercial use shall be governed by like sections of this ordinance which pertain to skydiving, skydiving clubs, and commercial skydiving operations, including insurance requirements. A written agreement with the airport owner for commercial operations and approval of airport management prior to any flight is required. Any federal or state regulations which may exist or come into existence are hereby incorporated into this ordinance.

## APPENDIX A

### NON-COMMERCIAL AVIATION FUELING AGREEMENT

Whereas the City of Stevens Point owns and operates the Stevens Point Municipal Airport, hereafter "owner," and the person named below, hereafter "aircraft operator," desires to self-fuel an aircraft owned or operated by aircraft operator on the airport, this agreement is made.

#### I. Purpose and Scope.

1. The owner deems it necessary to regulate non-commercial aviation fueling operations at the airport in order to ensure the safety of all airport users and to protect the environment. For that reason the owner has established the procedures which follow.

2. This agreement shall remain in effect for the remainder of the calendar year during which it is entered into, expiring December 31 of that year, except that agreements entered into after September 30 of any year will expire December 31 of the following year.

3. No non-commercial aviation fueling is permitted unless a current agreement is in effect between the owner and the aircraft operator.

#### II. Non-Commercial Fueling Procedures.

1. The aircraft operator may only fuel his own aircraft in an area that does not compromise the safety of any other airport user. Aircraft operator fueling inside hangars is expressly prohibited.

2. The aircraft operator may not transport fuel onto the airport in containers having a capacity of more than 5 gallons each unless such containers have been approved by the city fire chief and meet all current regulations pertaining to portable fueling equipment.

3. If the fuel being transported onto the airport is gasoline, the container(s) must be red in color. If the fuel is other than gasoline, the container(s) may not be red in color. In either event, the container must be constructed of metal.

4. Any fuel transported onto the airport must be immediately dispensed into the fuel tanks of the aircraft operator's aircraft.

5. If an aircraft operator is making repeated short flights during the day, the aircraft operator may leave the fuel containers in a safe place near aircraft operator's vehicle if someone is immediately available to safeguard them. Such fuel container(s) may not remain on the airport overnight. At no time shall storage of fuel in a hangar be permitted.

6. Any fuel remaining in the container(s) after fueling the aircraft must be immediately removed from the Airport. The aircraft operator may not store fuel on the airport. This provision

does not apply to fuel contained within the fuel system of an aircraft, automobiles, or small implements such as lawn mowers.

7. Prior to commencing fueling operations the aircraft operator shall:

- a. Ensure that appropriate safety equipment is present and operable.
- b. Ground the aircraft and the fuel container(s).
- c. Have immediately available a suitably-sized spill kit, or substitute acceptable to the Director of public works.

8. The aircraft operator will be financially responsible for any fuel spills resulting from Aircraft operator's fueling operations. This includes, but is not limited to, the cost of spill-kit materials consumed and the disposal of contaminated spill-kit material. The aircraft operator will promptly report any spill, whether caused or observed by him, to the airport manager.

III. Owner's responsibilities.

- 1. The owner shall provide, in a central location, a suitably sized fire extinguisher.
- 2. The owner shall provide, in a central location, a "spill-kit" and will replenish its components as they are used.

IN WITNESS WHEREOF the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_. This agreement expires on December 31 of the calendar year during which it was completed, except if it is entered into after September 30 of any year it will expire December 31 of the following year.

AGENT OF THE CITY OF STEVENS POINT

By \_\_\_\_\_ Airport Manager

AIRCRAFT OPERATOR

By \_\_\_\_\_

## APPENDIX C

### OPERATING PROCEDURES FOR PARACHUTE JUMPING AT THE STEVENS POINT MUNICIPAL AIRPORT, STEVENS POINT, WISCONSIN

#### 1. Release from liability.

I discharge and release the City of Stevens Point, the owner of the Stevens Point Municipal Airport, and its manager from any and all liability to me for damages, expenses, claims and causes of action of whatever kind or nature, which I now have or may hereafter have in the future, for bodily injury, death, property damage, psychological injury, punitive damages and any other kind of compensable damage, whether known or unknown, caused by or arising out of my participation in parachuting activities, including all damage, loss, or injury resulting from the negligence, either active or passive, of the City of Stevens Point, the owner of the Stevens Point Municipal Airport, and its manager.

#### 2. Agreement not to sue.

I agree not to institute or assist in any lawsuit, claim or cause of action against the City of Stevens Point, the owner of the Stevens Point Municipal Airport, and its manager for damages, expenses, claims or causes of action which I, my heirs, executors or administrators may now have or hereafter have in the future, for bodily injury, death, psychological injury, punitive damages, property damage, or any other kind of compensable damage, whether known or unknown, developed or undeveloped, anticipated or unanticipated, foreseen or unforeseen, caused by or arising out of my parachuting activities at the Stevens Point Municipal Airport.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AGREEMENT, I FULLY UNDERSTAND ITS CONTENTS AND I SIGN IT OF MY OWN FREE WILL.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

I hereby certify that I have fully explained the nature and effect of the Agreement and Release of Liability to the individual whose name appears above.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Instructor or Pilot

## 8.20 FIREARMS IN PUBLIC BUILDINGS.

(1) Pursuant to Wis. Stats. Sec. 943.13(1m)(c)4, no person shall enter or remain in any part of a building owned, occupied or controlled by the State or local governmental unit if the State or local governmental unit has notified the person not to enter or remain in the building while carrying a firearm or a specific type of firearm.

(2) The Comptroller-Treasurer shall cause signs to be erected at all entrances to all buildings owned, occupied or under the control of the City of Stevens Point providing notice that no person is to enter or remain in any such building while carrying a firearm. Such signs shall be five inches by seven inches or larger.

(3) Nothing in this subsection shall be construed to apply to prohibit a peace officer or armed forces or military personnel armed in the line of duty or any person duly authorized by the Chief of Police to possess a firearm in any public building or a person who leases residential or business premises therein. Notwithstanding Wis. Stats. Sec. 939.22(22), for purposes of this paragraph, peace officer does not include a commission warden who is not a State certified commission warden.

(4) Nothing in this subsection shall be construed to authorize the carrying of any firearm or dangerous weapon contrary to Wis. Stats. Secs. 941.23 or 941.235.

(5) Any person found in violation of this ordinance shall suffer a forfeiture of One Hundred Dollars (\$100.00), together with the costs of prosecution thereof.