

AN ORDINANCE DELEGATING AUTHORITY TO THE AIRPORT MANAGER TO ENTER INTO CONTRACTS WITH AERIAL APPLICATORS USING THE CHILLICOTHE MUNICIPAL AIRPORT AND ALL ACTS NECESSARY TO CARRY OUT THE TERMS OF SUCH CONTRACT.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHILLICOTHE, MISSOURI as follows:

Section 1: The City Council delegates to the Chillicothe Municipal Airport Manager to enter into contracts on behalf of the City from time to time with persons or entities desiring to use the Chillicothe Municipal Airport facilities for a base for aerial applications of agriculture related chemicals, seed, and other permitted substances substantially in the contract form which is attached hereto and marked Exhibit A.

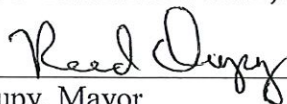
Section 2: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 3: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

Section 4: This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS 8th DAY OF APRIL 2019.

CITY OF CHILLICOTHE, MISSOURI



Reed Dupy, Mayor

ATTEST:


Rozanne Frampton, City Clerk

EXHIBIT A – Aerial Applicator Contract

CHILlicothe MUNICIPAL AIRPORT

AERIAL APPLICATOR OPERATING PERMIT

PURPOSE

In order for all aerial applicators who use the Chillicothe Municipal Airport to operate under the same rules and procedures, the City of Chillicothe, the “City”, has found it desirable and necessary to prescribe conditions under which persons can use the Chillicothe Municipal Airport (the “Airport”) for conducting agricultural aerial applications.

PERMIT

Anyone commencing or carrying on the aeronautical activity of aerial crop dusting and aerial spraying on the Chillicothe Municipal Airport “CHT” shall enter into an Aerial Application Operation Agreement with the City of Chillicothe. This Agreement grants authority to operate at the Chillicothe Municipal Airport and specifies the requirements for such authority. At no time will chemical loading or unloading be permitted on any paved area under the control of the Chillicothe Municipal Airport except in areas specified by the Airport Manager. This is not to affect leased areas on the Airport. Any fixed base operator “FBO” hiring outside help with crop spraying must notify and obtain authority from the Airport Manager and provide proof of insurance as is required by the City.

DOCUMENTATION

All requesting pilots must submit all documentation necessary to legally conduct aerial applications off the public airport.

1. The following items must be submitted with this agreement:

Missouri Department of Agriculture Commercial Pesticide License

Missouri Department of Transportation Commercial License

2. Proof of liability insurance on all aircraft (The minimum insurance coverage for each aircraft shall be the following types and amounts: \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage. Airport named as additional insured.)

3. Proof of liability insurance on all trucks and equipment (The minimum insurance coverage for each aircraft shall be the following types and amounts: \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage. Airport named as additional insured.)

4. Site-specific Chemical Storage Plan and Material Data Safety Sheet for all chemicals stored on the airport property for more than 24 hours

5. Site-specific Incident Response Plan

6. Requesting pilots must certify possession of the following current documents:

FAA Operating Certificate · Commercial Pilot's License

Current Pilot Medical Certificate · Bi-Annual Log Entries

Current Aircraft Registration and Air Worthiness

Certificate with Annual Inspection

The operating agreement must be completed and submitted to the airport manager at least 48 hours prior to operations. Transient permits shall not exceed 60 (sixty) days without authorization from the airport manager.

REQUIREMENTS

“Operator” is defined as anyone possessing a Missouri Commercial Pesticide Applicator License and engaged in the activities of chemical storage, mixing, and/or aerial application. Aerial applicator Operators having received a permit shall meet the following requirements:

- (a) Provide suitable and safe storage and containment of noxious chemical materials, including a suitable and safe area for the loading and unloading of such noxious chemical materials. Such suitable and safe areas shall not be in any public landing or public use area at the Chillicothe Municipal Airport.
- (b) Provide aircraft suitably equipped for agricultural operations with adequate safeguards against spillage on runways and taxiways, and protect against the disbursement of any noxious chemical materials to other operational areas of the Airport by wind force and provide indemnification from any damages resulting from any chemical spillage or runoff created by the ag-operator or any violations of EPA or MO State Health Department regulations, or any other state or federal agency rules and regulations which may apply.
- (c) Provide the continuing ability to meet certification requirements of the Federal Aviation Administration and any pertinent state or local authorities to conduct the aerial crop dusting and aerial spraying proposed or to be carried on.
- (d) Operator shall utilize proper equipment for transferring liquids and chemicals to the aircraft. No permanent structures will be associated with such area on the Airport without due permission from the City; however, temporary containers will be allowed for the purpose of containing rinse water and/or unused chemical preparations until they can be used as make-up water. Such containers shall be kept clean and capped to minimize the escapement of any odors. All empty containers shall be removed from the working area daily and stored in a separate area in a neat and orderly manner.
- (e) Operator shall be responsible for maintaining a clean and safe operation and shall clean up the mixing/loading area after the completion of work each day. Permittee shall be responsible for the disposal or re-use of hazardous materials he generates in accordance with all federal, state and local laws.

- (f) No Storage of pesticide barrels will be allowed at the mixing area; and, at the end of each operating day, all barrels, cans, jugs, bags and refuse shall be removed from the mixing area and shall not be allowed to accumulate on Airport property and must be properly disposed of at the end of the spray season.
- (g) All loading equipment shall be equipped in a manner which permits loading of the aircraft to occur with a minimum of exposure to open pesticide containers to the atmosphere and personnel.
- (h) All empty containers shall be triple-rinsed after use and prepared for proper disposal daily. Operator shall not dump, rinse, or pour chemicals on the airport grounds.
- (i) All operations shall be conducted with proper caution and adherence to label instructions and in a manner which minimized the risk of accidental spills and resultant exposure of pesticides to the surrounding Airport environment. Operator shall maintain a supply of approved absorbent materials and protective clothing to be used in the event of a spill. All spills shall be confined and cleaned up immediately in order to minimize the potential for contaminating the soils surrounding the loading/mixing area. Operator is responsive for proper disposal of cleanup materials. Operator is responsible for spills, chemical theft, damages, and any injury caused by chemicals and normal operation of aerial application while conducting business at Airport. Operator will indemnify and hold the City harmless from all cleanup costs, fines, penalties, costs, liability, and other expenses, including court costs and attorney fees, that result from Operator's activities.
- (j) Operator shall also immediately, within not more than 30 minutes from the time of the spill, notify the Airport Manager of any spills occurring on Airport property.
- (k) Operator shall, at its own expense, at all times during the term of this agreement, maintain in force a policy or policies of liability insurance written by one or more responsible insurance carriers approved by the City, which will insure the City against liability for injury to or death of persons or loss or damage to property occurring upon Airport property while the parties named in this permit are engaging in acts covered by this permit. The liability under such insurance shall not be no less than Five Hundred Thousand Dollars (\$500,000) for any one person killed or injured, One Million Dollars (\$1,000,000) for any one accident and Five Hundred Thousand Dollars (\$500,000) for property damage. Operator releases the City, Airport Manager and all other employees or agents of the City from any liability that may be incurred by Operator's actions and operation.
- (l) Operator will comply with all rules and regulations of the Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), Food and Drug Administration (FDA), Occupational Safety and Health Administration (OSHA), , and the State of Missouri including the Missouri Department of Agriculture, and rules and regulations of the Missouri Aeronautics Commission and conform to the requirements of the Chillicothe Municipal Airport "CHT" Operations Manual and corresponding ordinances as they concern the operation of the business carried on by the Operator on the designated area. Copies of the Airport Operations Manual and rules and regulations are available from the Airport Manager for review by the Operator.

- (m) The City reserves the right to cancel this agreement at any time upon a finding of non-compliance by the City. At such cancellation, the Operator shall be required to remove offending property, and if not so removed within a reasonable time designated by the City, the City shall cause the same to be removed.
- (n) Operator shall notify the Airport Manager of all aircraft that will be operating on behalf of permittee. This notification shall be accomplished using the attached form "Aerial Applicator Aircraft List", any aircraft using the Chillicothe Municipal Airport without being included on the "Aerial Applicator Aircraft List" are subject to the fees set in the City Ordinances or rules.
- (o) Prior to departing the airport premises, Operator shall notify Airport Manager that operations are terminated.

FEES

All designated Airport tenants are allowed to have a maximum of two aerial application aircraft flying for them so long as the aircraft are based on the field and are not regarded as "transient" aircraft. All transient aerial applicators and tenants in excess of two aerial application aircraft are subject to a fee of five hundred (\$500.00) dollars per two additional aerial aircraft per calendar year.

ENFORCEMENT

The Airport Manager shall have the power and duty to enforce the rules and regulations set forth in this agreement and the City Ordinances, subject, however, to the requirement that he/she report any action taken under this provision to the City as soon as possible at its next scheduled meeting or such special meeting as duly called. Violations of this Contract will be punishable pursuant to Section 100.340 of the City Code of Ordinances.

LOCATION

The designated location for loading of Aerial Application Aircraft shall be

THE NORTH GATE - 24 HR ADVANCED NOTICE PREFERRED
660-646-5270

(MUST BE INCLUDED WITH THIS DOCUMENT TO BE VALID)

Aerial Applicator Aircraft List

Permittee: _____

Date: _____

N-Number 1 _____ 2 _____

Aircraft Description 1 _____ 2 _____

Registered Owner 1 _____ 2 _____

Location Based 1 _____ 2 _____

I acknowledge that the aircraft listed above are owned and operated by the said parties and that all information herein is true and accurate. I will not allow the operation of transient aircraft, without an authorized Aerial Applicators Permit, on my leased property. I also agree that I will operate in accordance with the Chillicothe Municipal Airport Operating Procedures. I understand that this document is living and that I am obligated to report any changes in this document to the Airport Manager.

Name of Entity: _____

By Authorized Party: _____

Signature _____

Date _____

Accepted by Airport Manager on behalf of the City of Chillicothe, Missouri.

By: _____

Dated: _____