

**METROPOLITAN AIRPORTS COMMISSION**

**ORDINANCE No. \_\_\_\_\_**

**RELIEVER AIRPORTS MAINTENANCE STANDARDS ORDINANCE**

Adopted by Commission: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**METROPOLITAN AIRPORTS COMMISSION**

**ORDINANCE NO. \_\_**

**RELIEVER AIRPORTS MAINTENANCE STANDARDS ORDINANCE**

An Ordinance of the Metropolitan Airports Commission providing standards for the structural integrity, aesthetics, and maintenance of Leased Property and Improvements at the Commission's Reliever Airports.

Whereas the Commission desires to promote and ensure the safety, function, and aesthetics of the Reliever Airports; and

Whereas the Commission has set forth construction guidelines in the Reliever Airports Lease Policies, Rules and Regulations that pertain to new construction; and

Whereas the Commission desires to provide standards for the structural integrity, aesthetics, and maintenance of Leased Property and existing Improvements; and

Whereas, this Ordinance is created in accordance with the recommendation contained in the "Recommendations Regarding The Future Operation and Development Of The Reliever Airport System," which was prepared by the Reliever Airports Task Force and accepted by the Commission in January, 2006;

Now therefore, the Commission does ordain:

**SECTION 1 – DEFINITIONS**

- 1.1 Airport Manager. The Commission's administrative employee responsible for a Reliever Airport.
- 1.2 Commission. The Metropolitan Airports Commission, a public corporation organized and operating pursuant to Minn. Stat. §§ 473.601 through 473.679, as amended from time to time.
- 1.3 Commission Building Official. The building official who is certified as such pursuant to Minnesota law, as designated by the Executive Director.
- 1.4 Director of Reliever Airports. The Commission's administrative officer responsible for the Reliever Airports.
- 1.5 Executive Director. The Commission's chief executive officer or a designated representative.
- 1.6 FAA. The Federal Aviation Administration.

- 1.7 Hearing Officer. The designee of the Executive Director who shall conduct hearings, hear evidence and make a determination regarding violations of this Ordinance.
- 1.8 Improvement(s). Any improvements, fixtures or other betterments or additions to the Leased Property.
- 1.9 Leased Property. The real property leased to Tenant by the Commission, as defined in the "Description of Premises" or "Leased Property" section of Tenant's lease.
- 1.10 Ordinance. This Commission Ordinance No. \_\_\_\_.
- 1.11 Reliever Airport. Any intermediate use or minor use reliever airport now or in the future owned and/or operated by the Commission, including: St. Paul Downtown, Flying Cloud, Anoka County/Blaine, Crystal, Airlake, and Lake Elmo.
- 1.12 Tenant. Any person, partnership, corporation or other entity that leases property from the Commission at a Reliever Airport. This definition and the provisions of this Ordinance apply even if the lease has expired and the Leased Property continues to be occupied by a holdover Tenant.
- 1.13 TSA. The Transportation Security Administration.

## SECTION 2 – GENERAL

### 2.1 Scope

The provisions of this Ordinance shall provide the minimum standards and the responsibilities of Tenants for the structural integrity, aesthetics, and maintenance of Leased Property and Improvements at the Commission's Reliever Airports.

### 2.2 Responsibility

The Tenant shall, at its own cost and expense, maintain the Leased Property and any Improvements in good order and repair, in a safe, clean and neat condition, and in compliance with the requirements of this Ordinance and the Tenant's lease. A Tenant shall not occupy or permit another to occupy Leased Property or Improvements which are deemed unsafe by the Commission Building Official.

## SECTION 3 – LEASED PROPERTY

### 3.1 General Maintenance

All exterior Leased Property shall be maintained in good order and repair; in a safe, clean and neat condition, so as not to pose a threat to public health, safety or welfare; in compliance with applicable codes, and as further described in this Section 3.

### 3.2 Grading and Drainage

Any grading alterations or modifications to the Leased Property or adjacent property must be reviewed and approved by MAC Staff.

3.3 Parking

Except as provided for in other Commission policy, regulations, or leases, no inoperative or unlicensed motor vehicle or recreational vehicle shall be parked on Commission property or on Leased Property outside of the hangar. No motor vehicle of any type may be parked on Commission property or on Leased Property outside of the hangar for more than seven (7) days, without written approval from the Airport Manager. Except as provided for in other Commission policy, regulations, or leases, no non-airworthy aircraft not being actively maintained or repaired shall be parked on Commission property or on Leased Property outside of the hangar, without written approval from the Airport Manager.

3.4 Snow Removal

Tenant shall be responsible for snow removal on the Leased Property.

3.5 Storage

There shall be no outside storage of equipment, materials, parts, supplies, or other items on the Leased Property; without prior approval of the Airport Manager.

**SECTION 4 – IMPROVEMENTS**

4.1 General

The Improvements shall be maintained in good order and repair; in a safe, structurally sound, clean and neat condition, so as not to pose a threat to public health, safety or welfare; in compliance with applicable codes; and as further described in this Section 4. Space between hangars shall be maintained free and clear of any items, including trees, shrubs or plantings.

4.2 Structural Members

All structural members shall be capable of safely supporting the imposed loads, as determined by the Commission Building Official.

4.3 Foundation Walls

All foundation walls shall be maintained structurally sound and reasonably free from open cracks and breaks, as determined by the Commission Building Official.

4.4 Exterior Walls and Trim

All exterior walls shall be maintained reasonably free from holes, cracks, breaks, warping, loose or rotting materials, and shall be constructed and maintained to be weatherproof and properly surfaced to prevent deterioration. Rust and peeling paint on any exterior wall shall not exceed 1% of the entire wall surface area or be clearly visible within 100 feet.

4.5 Roofs and Drainage

The roof members shall be straight and the roof covering shall be structurally sound, as determined by the Commission Building Official. Metal roofs shall be maintained such that rust shall not exceed 1% of the entire roof surface or be clearly visible within 100 feet. Roof drainage shall be adequate to prevent rainwater from causing long-term ponding around the hangar or adjacent hangars.

4.6 Gutters and Downspouts

If provided, rain gutters, downspouts, leaders or other means of water diversion shall collect, conduct, and discharge all water from the roof, and be maintained and directed so as not to adversely affect adjacent properties. They shall be constructed and maintained to be weatherproof, free from rust, properly attached to the building, and properly surfaced to prevent deterioration.

4.7 Stairways, Decks and Balconies

Every exterior stairway, deck, porch and balcony, and all appurtenances thereto, shall be structurally sound, with proper anchorage, and capable of supporting the imposed loads, as determined by the Commission Building Official. They shall be constructed and maintained to be weatherproof and properly surfaced to prevent deterioration.

4.8 Handrails and Guards

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads, as determined by the Commission Building Official. Every handrail and guard shall be treated periodically with paint or chemicals in an effort to delay deterioration, except when the materials have been designed to manufactured to remain untreated.

4.9 Pavements

All ramps, parking lots, taxilanes, apron and hangar connector pavements, roadways, walkways, and other pavements shall be kept in a proper state of repair, maintained free from hazardous conditions such as large cracks, excessive spawling or heaving, as described herein: With the exception of expansion joints, cracks shall not have gaps greater than  $\frac{3}{4}$  of an inch; spawling shall not be greater than  $\frac{1}{2}$  inch in depth and impacting an area of 24 square feet; heaving shall be no greater than 1 inch. Measurement shall be accomplished during summer or fall months. Corrective steps may include the use of an asphalt or concrete topcoat to create a graded transition between the two slab heights.

4.10 Fences and Walls

All fences, retaining walls, or similar structures shall be constructed in a workmanlike manner, which means anchored firmly in the ground, made with appropriate materials with a proper alignment and height, and maintained in good order and repair. All fences shall be treated periodically with paint or chemicals in an effort to delay deterioration, except when the materials have been designed or manufactured to remain untreated.

All fences, retaining walls, or similar structures must also be constructed, located, removed, replaced, and maintained in compliance with any applicable Commission, FAA or TSA standards.

4.11 Maintenance of Plantings

All healthy plant materials, especially trees and shrubs, shall be properly maintained. All plant materials, especially trees and shrubs, dead or afflicted with decay, disease, insect infestation, or otherwise considered dangerous to other plant material, shall be removed, replaced, or appropriately treated.

4.12 Doors

Hangar doors and service doors shall be able to operate properly and be secure and even, and shall be maintained in the same manner as exterior walls in Section 4.4 above.

4.13 Windows

Windows shall not be broken or missing.

4.14 Tanks

Any tanks, if allowed under a lease, must be (1) maintained in good order and repair; in a safe, structurally sound, clean and neat condition, so as not to pose a threat to public health, safety, welfare, or the environment; in compliance with applicable laws; and free from peeling paint, rust, or discoloration, or (2) properly abandoned in compliance with all applicable laws; and free from peeling paint, rust, or discoloration.

4.15 Exterior Lighting

Exterior lighting fixtures over steps, paths, walkways, ramps and parking lots shall be maintained in good order and repair and in a clean and neat condition. Exterior lighting at Leased Property under a commercial lease shall be in operable condition and lit for sufficient periods of time before and after business hours to provide for pedestrian and employee safety and properly aimed so as not to shine on adjacent properties.

**SECTION 5 – RUBBISH AND GARBAGE**

5.1 Accumulation, Dumping and Storing of Rubbish or Garbage

All exterior Leased Property, and the interior of every Improvement, shall be free from any accumulation, dumping, and/or burying of rubbish and/or garbage. Leased Property under a commercial lease may have a properly secured exterior dumpster. Leased Property under an aircraft storage lease may have a container interior to the hangar for the storage of rubbish or garbage.

5.2 Disposal of Rubbish/Garbage

Every Tenant shall dispose of rubbish and/or garbage in a proper, clean and sanitary manner, at Tenant's cost.

**SECTION 6 – SIGNAGE**

6.1 Signs

All permitted signs shall show no obvious signs of deterioration.

6.2 Incidental Landscaping and Corresponding Lighting

All incidental landscaping and/or corresponding lighting shall be maintained in good order and repair and in a clean and neat condition.

**SECTION 7 – ENFORCEMENT**

7.1 General

The creation or maintenance of a violation of this Ordinance is prohibited and may lead to enforcement actions under the Tenant's lease, as well as enforcement actions under this Ordinance. The Commission does not waive any rights or remedies it has under the Tenant's lease; nothing in this Ordinance and no action taken pursuant to this Ordinance prevents the Commission from exercising any rights or remedies it may have under the Tenant's lease.

7.2 Notice

The Director of Reliever Airports, or the Director's designee, shall have the authority to issue a notice of violation and necessary abatement ("Notice"). The Notice shall be in writing and shall set forth:

- (i) the nature of the violation(s);
- (ii) acceptable abatement actions;
- (iii) the date by which the violation must be abated; and
- (iv) notice of the right to appeal, if applicable.

7.3 Abatement

a. Time Periods

The following time periods to make necessary repairs or corrections shall apply to any Tenant issued a Notice. The time periods for (1) through (3) below shall begin from the date of the Notice, the date of written notice of the outcome of a meeting held pursuant to Section 8.1, or the date of final action of the

Commission as defined in Section 8.6, whichever is latest. The time periods for (4), (5) and (6) below shall begin on the date of the Notice.

- (1) Forty-five (45) days for necessary repairs or corrections valued at \$500 or less;
- (2) Ninety (90) days for necessary repairs or corrections valued at more than \$500 and less than \$1,000;
- (3) Six (6) months for necessary repairs or corrections valued at more than \$1,000 and less than \$5,000;
- (4) Ten (10) days for the removal of garbage, debris, or other materials stored exterior to the hangar;
- (5) Ten (10) days for the removal of inoperative or unlicensed vehicles stored exterior to the hangar or other structures; and
- (6) Immediately, if the Airport Manager or a Commission Building Official determines that a violation of this Ordinance exists and constitutes an imminent, clear, and compelling danger to the health, safety or welfare of persons or property.

b. Repairs Valued at More Than \$5,000

For repairs valued at \$5000 or more, a correction plan and other documents as requested by MAC must be submitted to the Airport Manager within 45 days of the Notice. After reviewing the correction plan, the Airport Manager shall set forth, in writing, a time period to make the necessary abatement; such time period shall not be less than twelve (12) months.

c. Value of Repairs

The value of repairs shall be as determined by the Commission Building Official.

d. Requirements of Lease

Tenant must follow all applicable requirements of the Tenant's lease, including those set forth in the construction section of the lease and those set forth in the Reliever Airports Lease Policies, Rules and Regulations, for all repair and construction work, and must submit detailed plans and specifications to MAC Staff for approval as required by the construction section of the lease.

7.4 Abatement Remedies and Penalties

If the violation(s) is not abated and brought into compliance with this Ordinance within the time prescribed by this Ordinance, the Commission may, at its option and in its sole discretion, do one or more of the following:



- (i) pursue a default of Tenant's lease as provided therein and commence any action allowed under the default section of the Tenant's lease; or
- (ii) exercise any right, remedy or court action allowed by law.

## SECTION 8 – APPEALS

### 8.1 Informal Meeting

Any person issued a Notice (except for the reasons described in Section 7.3(a), paragraphs (4), (5) and (6)) may request a meeting on the matter with the Airport Manager and the Director of Reliever Airports, provided that a written request shall be delivered to the Director of Reliever Airports within thirty (30) days of the date of Notice. If a meeting is requested, the meeting shall be scheduled by the Director of Reliever Airports, and notice of the date, time and place of the meeting shall be given to the Tenant no less than ten (10) days before the date of the meeting. Failure to deliver a timely written request for a meeting as prescribed herein, or failure by Tenant to appear at such meeting, shall constitute a waiver of the right to a meeting. Following the meeting, the Director of Reliever Airports will notify Tenant, in writing, of the outcome of the meeting.

### 8.2 Request for Hearing

Any person issued a Notice (except for the reasons described in Section 7.3(a), paragraphs (4), (5) and (6)) may request a hearing on the matter before a Hearing Officer, provided that a written appeal shall be filed with the Director of Reliever Airports within thirty (30) days of the date of the Notice, or within thirty (30) days of the date of written notice of the outcome of a meeting held pursuant to Section 8.1, whichever is later. The appeal shall state the particular section of the Ordinance or interpretation thereof being appealed, if applicable, and a brief statement of the grounds upon which such appeal is taken. Failure to file a timely appeal as prescribed herein shall constitute a waiver of the right to a hearing.

### 8.3 Hearing Procedure

If a hearing is requested, the hearing shall be scheduled by the Hearing Officer, and notice of the date, time and place of the hearing shall be given to the Tenant no less than ten (10) days before the date of the hearing. The date of the hearing may be adjusted once at the request of Tenant to accommodate conflicts in scheduling, but the rescheduled date shall be within ten (10) days of the original date set by the Hearing Officer, or at a later date and time acceptable to the Hearing Officer. The hearing shall be conducted by the Hearing Officer and recorded either electronically, manually, or by a qualified court reporter. All parties shall be afforded an opportunity to respond, cross-examine witnesses, and present witnesses, evidence and argument. All testimony shall be taken under oath, but the Director of Reliever Airports and person requesting the hearing may introduce testimony under oath in the form of sworn statements, if the witnesses are unavailable or refuse to appear in person and the testimony to be provided in the sworn statement is duplicative to that to be given by a witness in attendance at the hearing. The evidence at the hearing shall be limited to that which is relevant to the violation of this Ordinance. If the Tenant requesting the hearing fails to

appear at such hearing, the Hearing Officer may proceed with the hearing and make a decision in the absence of the Tenant.

8.4 Findings

The Hearing Officer shall hear the evidence and shall make recommended findings based upon the record concerning the facts relevant to the violation. The Hearing Officer shall issue a report in writing to the parties stating the recommended findings.

8.5 Review of Hearing Officer's Decision

Either party may request review of the Hearing Officer's decision by the Executive Director. The review must be requested by filing with the Executive Director a written request for review within ten (10) days of the date of the Hearing Officer's decision. The request for review must state reasons for reversing or vacating the decision. The party not requesting review shall be provided a copy of the request for review by the Executive Director and may submit a written response to the request for review within ten (10) days of the transmittal date of the copy of the request for review. Based on the record of the hearing, the request for review and the response, the Executive Director shall issue a written ruling that affirms, reverses, or vacates the Hearing Officer's decision. The Executive Director may order remand to the Hearing Officer for a new hearing, a supplemental hearing, and/or additional findings.

8.6 Final Action of Commission

When review is requested, the Executive Director's ruling shall be the final action of the Commission. When review is not requested, as prescribed in Section 8.5, the Hearing Officer's decision shall be the final action of the Commission.

**SECTION 9 – GENERAL PROVISIONS**

9.1 Notice

Any notice required by this Ordinance is sufficient if sent by certified mail, return receipt requested by United States Mail to the last address on file with the Commission.

9.2 Misdemeanor

As established by Minn. Stat. § 473.608, Subd. 17(1), any person violating any of the provisions of this Ordinance shall upon conviction be guilty of a misdemeanor and be punishable by sentence within the parameters of the penalty for misdemeanors set forth in Minn. Stat. § 609.03, or as it may be amended.

9.3 Other Actions Not Precluded

The penalties prescribed under this Ordinance in no way preclude the Commission from taking any other civil action authorized under the Tenant's lease or by law.

9.4 Provisions Severable

If any part or parts of this Ordinance is declared unconstitutional or invalid, this does not affect the validity of the remaining parts of this Ordinance. The Commission declares it would have passed the remaining part of this Ordinance without the unenforceable provisions.

9.5 Effective Date

This Ordinance is effective January 1, 2011.

