



1. POLICY STATEMENT

This policy provides guidance to Council and Council's officers when considering formal expressions of interest from interested parties for the lease of land to develop hangars or aviation related business activities on council controlled aerodrome land. Council encourages proposals from developers which have the potential to provide significant employment and economic benefits to the Shire.

2. PRINCIPLES

The primary objectives are the Aerodrome Hangar Policy are to:

- (a) provide certainty for lease holders at Balonne Shire Council Aerodromes in terms of private and commercial hangar development by ensuring that all development issues are considered when applying for planning approval and that the amenity of the Balonne Shire Council Aerodromes are preserved;
- (b) ensure that private and commercial hangars are constructed with appropriate materials;
- (c) ensure that private and commercial hangars proposed to be constructed are assessed against minimum design standards as set out in this policy; and
- (d) any development does not impact on the safe and efficient operation of the aerodrome/s.

3. SCOPE

This policy applies to the following aerodromes situated within the Balonne Shire Council local government area:

- St George Aerodrome
- Dirranbandi Aerodrome
- Bollon Aerodrome

4. RESPONSIBILITY

The Airport Manager is responsible for receiving requests for hangars within aerodrome land under the control of the Balonne Shire Council and submitted to Council for consideration. Council will approve applications for erection of hangars and ancillary structures within aerodrome land under the control of the Balonne Shire Council that meet the criteria outlined in this policy.

5. DEFINITIONS

The following are definitions that may be used as part of this policy are in addition to the definitions included in the Balonne Shire Council Planning Scheme.

"Council" means the Balonne Shire Council.

"Lessee/Licensee" means the lessee or licensee within a leased or licensed area. "Agreement" means a lease or licence agreement within an aerodrome controlled by the Balonne Shire Council "Scheme" means Balonne Shire Council Planning Scheme





6. POLICY

6.1 Private and Commercial Hangar Development

6.1.1 Setbacks

Building setbacks will apply as per the Queensland Building Code.

6.1.2 Building Materials to be Used

All hangars are to be clad to a minimum standard of factory applied non reflective painted steel to the walls and roof, except as necessary to comply with building code requirements for fire-rated external wall construction (where applicable).

Note that fire-rated external wall construction is generally required within 3 metres of side and rear boundaries and from any other building.

6.1.3 Building Height

All hangars are to have a maximum wall height of 4.5 metres.

6.1.4 Car Parking

For private hangars all vehicles are to be parked entirely within the leased area or in the public car parking area provided on the aerodrome site.

For commercial hangars car parking bays are to be provided within the leased area at a minimum rate of one bay per employee. The general public utilising the services of the commercial hangar are to use the public car parking facility unless additional car parking is provided.

6.1.5 Fuel Storage

Aviation fuel and combustible chemicals are not to be stored on a lease area without Council approval. (note: may require development approval and/or an environmentally relevant activity)

6.1.6 Ablutions

Developers of hangars are not obligated to provide private ablution facilities within the hangar.

6.1.7 Storage of Equipment

Storage of all equipment used in the operation of the private hangar is to be contained within the hangar(s) at all times.

6.1.8 Signage





Prior to any signage being erected on a commercial hangar site, a signage application is to be submitted to and approved by the Shire.

6.1.9 Maintenance of Buildings and Surrounds

The Lessee/Licensees/operators of hangar sites shall maintain the hangar in a neat and tidy manner and ensure the surrounding lease site is kept free of disused materials and rubbish.

6.1.10 Use of Hangar

No person shall use a private hangar site for commercial or industrial purposes or for human habitation.

No person shall use a commercial hangar for human habitation or use outside of the lease terms and conditions.

6.1.11 Lease or Licence Agreements

All agreements at Balonne Shire aerodromes shall be prepared by Council's Solicitors and shall be executed by the Chief Executive Officer under delegated authority pursuant to the Local Government Act 2009.

The Chief Executive Officer or his/her nominated representative shall be authorised to negotiate a suitable rental determined on a commercial basis, with the rental amount determined in consideration of a valuation conducted by Council's consultant valuers. The rental amount shall be adjusted annually in line with the Consumer Price Index (CPI), and reviewed to market every time an option is requested or as agreed by the Lessee/Licensee and Council.

The Lessee/Licensee shall be required to hold a current Public Liability Insurance cover of a minimum \$20 million, which specifically indemnifies the interest of Balonne Shire Council against any damage that may arise out of the conduct of the business activities proposed. Such cover shall be varied at the discretion of Council and the Lessee shall be required to provide proof of renewals / currency annually to Council.

The Lessee/Licensee shall pay all legal costs associated with the preparation and execution of agreement documentation.

The Lessee/Licensee must observe all security and operational requirements for the Aerodrome/s as contained in the Aerodrome Manual and any requirements of CASA and the Manual of Standards Part 139. Council will provide a copy of the relevant sections of the Manual upon execution of any agreement.

6.1.12 Access

St George Aerodrome is a Certified Aerodrome and the Licensee must have the correct ASIC card to go airside. Airside access to the GA Apron will be via the Personnel Gates alongside Precision Air fence.

6.1.13 Termination – Removal of Structures

Council may terminate a lease or licence agreement:

- for any breaches of the security provisions of the Aerodrome Manual/s; or
- for any breaches of conditions of a lease or licence agreement; or





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• should council wish to proceed with an Airport Master Plan and the structure interferes with the long term strategic operation of the aerodrome.

The Lessee/Licensee must remove any structure and all associated property from the site at the Lessee/Licensee's expense if Council terminates the agreement or does not renew or grant a new lease or licence.

7. LEGAL PARAMETERS

Balonne Shire Council Planning Scheme

Civil Aviation Act 1988

8. ASSOCIATED DOCUMENTS

Balonne Shire Aerodrome Operations Manual