



HURRICANE CITY UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

Airport Board

Dave Houston
Scott Freeman
Cathy Clark
Jim Lemmon
John Williams
Brett Poulsen
Derek Hall
Jason Campbell

HURRICANE CITY MUNICIPAL AIRPORT ADVISORY BOARD MEETING AGENDA

Tuesday, January 21, 2025

9:00 A.M.

City Hall Council Chambers - 147 N 870 W

Notice is hereby given that the General Dick Stout Field Airport Advisory Board will hold a Regular Meeting in the City Hall Council Chambers located at 147 N 870 W, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

1. Call to Order, Pledge of Allegiance, Prayer
2. Review Minutes from December 17, 2024
3. Request for additional tie down space to be rented by Steve Lemmon.
4. Consideration and possible recommendation to the City Council regarding the assignment of the Ray Shureman lease to Kelly Ashcroft for a hangar pad located at 5S 1E at the Hurricane Airport.
5. Review of submitted business license applications for approval to operate at the Hurricane City Airport.
6. Possible recommendation of updates to the minimum standards and rules and regulations of the Hurricane City Airport to City Council.
7. New Business
8. Adjourn



Mayor
Nanette Billings

City Manager
Kaden DeMille

Airport Board

Dave Houston
Scott Freeman
Kate Wadsworth
Cathy Clark
Jim Lemmon
John Williams
Brett Poulsen
Derek Hall

HURRICANE CITY MUNICIPAL AIRPORT ADVISORY BOARD MEETING MINUTES

Tuesday, December 17, 2024

9:00 A.M.

City Hall Council Chambers - 147 N 870 W

Notice is hereby given that the General Dick Stout Field Airport Advisory Board will hold a Regular Meeting in the City Hall Council Chambers located at 147 N 870 W, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

1. Call to Order, Pledge of Allegiance, Prayer

Call to order 9:00 am. John Williams Pledge. Clark Prayer.

2. Review Minutes from November 19, 2024

Scott Freeman motions to approve minutes. Derek Hall Seconds motion. Unanimous approval.

3. Cleanliness of FBO bathrooms at Hurricane as compared to 18 other municipal airports within 200 miles of Hurricane. -John Williams

John Williams would like to ask City Council for additional funds to clean up the restrooms as our image is important being we are a desirable area to fly over and land at. The Mayor states she will speak with the Parks Department to see what they can do and that it does not need to be brought to City Council. There is an agreement with Mr. Ready's lease that he upkeep the bathrooms, but that is only seasonal. Mayor will look into it.

4. Possible recommendation of updates to the minimum standards and rules and regulations of the Hurricane City Airport to City Council.

Discussion on the proposed changes. The board decided that there were additional changes and refining needed before recommending to City Council. No recommendation today, possible recommendation will be added to the January meeting agenda.

5. Possible recommendation to adopt updated CIP to City Council.

Updated CIP was discussed at previous meeting but was not put on the agenda to motion. Derek Hall motions to recommend approval to City Council to adopt the updates. Scott Freeman seconds the motion. Unanimous approval.

6. New Business

No new business.

7. Adjourn

Jim Lemmon adjourns the meeting at 10:24 AM.

DRAFT

HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 1st day of September 2018, by and between the City of Hurricane, Utah hereinafter referred to as the "Lessor" and **Richard L Frost**, hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property **1926 square** feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 800 W 2300 S 5 South Hurricane City Airport.
2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.
3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.
4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.
5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.
6. The term of this lease agreement shall be for a period of twenty (20) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for a period of (5) additional years, as may be negotiated by the parties.
7. The Lessee shall pay the Lessor an annual rental fee as follows:
 - a. The sum of Twelve cents (**\$.12**) per square foot per year.

#231.12

- b. The annual rental fee will be adjusted every five years based on a review of rates by the Airport Board and approved by the City Council. All lessees will be notified of a rate change and the rate will take effect as of the next annual billing.
- c. After 20 years the Lessee shall have the option to renew this lease in increments of five year periods at the rental rate in effect at the time of renewal.
- d. In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

8. The Lessee agrees to pay any and all taxes and/or special assessment against the improvements, including taxiways, placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.
9. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.
10. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hanger to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall be the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hangar and into the city system. Any drainage problems or standing water should be reported to the airport manager.
11. The Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however that the Lessee shall continue to be liable for all terms of this agreement.
12. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.
13. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

14. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:
 - a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the lessor to the Lessee.
 - b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.
 - c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other than the Lessee's heirs or assigns, except in the manner herein permitted.
 - d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.
15. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days' notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within one hundred eighty (180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.
16. Lessor reserves the following rights and privileges:
 - a. The rights to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation of disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.
 - b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement or for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.

- d. It is understood and agreed that the Lessor has the right, at Lessor's expense to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of this lease that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of such move. Lessor further agrees to provide Lessee with a new lease agreement of the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.
17. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the Condemnation proceeds attributable to the fair market value of any improvements placed on the premises by Lessee.
18. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.
19. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor:	City of Hurricane	Lessee:
	147 North 870 West	
	Hurricane Utah 84737	
	435-635-2811	

20. Any approval required of Lessor by the terms of this lease shall not be unreasonable withheld.
21. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between Lessor and Lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd party outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.
22. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.
23. The waiver or failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be

considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

24. Time is of the essence in all provision of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written

LESSOR:



MAYOR CITY OF HURRICANE, UTAH

(SEAL)



ATTEST



CITY RECORDER

LESSEE: BY



HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 21st day of May 2013 by and between the CITY OF HURRICANE, UTAH, hereinafter referred to as the "Lessor" and Richard L Frost, hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property 1200 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 5 South Hurricane City Airport.

2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.

3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.

4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.

5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.

6. The Lessee agrees to submit plans/drawings of the proposed improvements to be constructed to the Airport Authority Board for their approval within three (3) months of the date of this agreement. It shall be the Lessee's responsibility to obtain and pay for a building permit and comply with all the ordinances of the City in junction with the construction of the hanger.

7. The Lessee agrees to complete construction of the proposed improvements within eight (8) months of the date of the Airport Authority approval. An extension of time may be granted by the Airport Board.

8. The term of this lease agreement shall be for a period of five (5) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for periods of five (5) additional years, as may be negotiated by the parties. This lease may be terminated by the City when said property becomes needed for additional airport expansion. The City will provide notice to the Lessee 6 months in advance of termination and agrees to make available another parcel of property for the Lessee. Lessee will be responsible for moving the hanger to the new parcel and entering into a new lease agreement with the City on that parcel.

9. The Lessee shall pay the Lessor an annual rental fee as follows:

- a. The sum of Twelve cents (\$.12) per square foot per year for each of the first ten years.
- b. For each of the years 1 through 5, the annual rental fee will be adjusted every five years based on Social Security annual inflation rate.
- c. After 5 years the lessee shall have the option to renew this lease in increments of five year periods for amounts mutually agreed upon by both parties.
- d. In the event of a sale by the lessee, the lessor agrees to ~~extend to the purchaser the terms and provisions of the unused years of the original lease,~~ RF
or renegotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

10. The Lessee agrees to pay any and all taxes and/or special assessments against the improvements, including taxiways,

placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.

11. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.

12. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hanger to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall be the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hanger and into the city system. Any drainage problems or standing water should be reported to the airport manager.

13. The Lessee shall not at any time assign its rights under this agreement or any part thereof without prior written approval of the Lessor; provided, however, that the Lessee shall continue to be liable for all terms of this agreement.

14. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.

15. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

16. Lessee hereby acknowledges and agrees:

a. that he has received from Lessor a copy of a limited soils study completed by Lessor for the Hurricane City Airport property generally, showing a potential for unstable soils and other problems. Lessee shall, at his expense: (1) prior to the issuance of a building permit, provide Lessor with a site specific soil study prepared by a licensed geotechnical engineer, showing the suitability of the soil of the lease site for building purposes, and (2) prior to the issuance of a certificate of occupancy,

provide Lessor with a letter certifying that the building has been constructed in accordance with the site specific soils study. Lessee further agrees to assume all risk of soil subsidence on the leased premises and hereby waives any and all claims against Lessor for any damage to persons or property caused by soil subsidence of other soil problems on the leased premises.

b. that prior to the issuance of any building permit by the City of Hurricane, Lessee shall obtain site plan approval from the Airport Advisory Board. Any application for such site plan approval shall include the following information:

- i. Location of hangar
- ii. Elevation and slope for drainage purposes
- iii. Elevation of building
- iv. Types and location of utilities
- v. Pre building permit geotechnical data sheet stamped by a licensed geotechnical engineer.
- vi. Areas proposed for asphaltting.

17. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:

- a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the Lessor to the Lessee.
- b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.
- c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other than the Lessee's heirs or assigns, except in the manner herein permitted.
- d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.

18. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the

unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within one hundred eighty(180) days after the date of termination. Unless additional time is granted by Lessor, any and all such property not removed by Lessee within the said one hundred eighty(180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.

19. Lessor reserves the following rights and privileges:
 - a. The right to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation or disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.
 - b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement or for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.
 - d. It is understood and agreed that the Lessor has the right, at Lessor's expense, to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of this lease that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of the move. Lessor further agrees to provide Lessee with a new lease agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.

20. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any improvement placed on the premises by Lessee.

21. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.

22. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor: City of Hurricane
147 North 870 West
Hurricane, Utah
435-635-2811

Lessee: Richard L. Frast
348 No. 3260 WEST 84737
HURRICANE UT
435-275-7132

23. Any approval required of Lessor by the terms of this lease shall not be reasonably withheld.

24. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between lessor and lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.

25. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

26. The waiver or failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

27. Time is of the essence in all provisions of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written.

LESSOR:



(SEAL)

ATTEST

Thomas B. Nischi
MAYOR
CITY OF HURRICANE, UTAH

Kelly Decker
CITY RECORDER

LESSEE:

By:

Richard L. Ford

CITY OF HURRICANE
Airport Hanger) Site Lease and Hanger Constructed Thereon
Assignment and Conveyance

For the amount of Ten Dollars US and other good and valuable consideration receipt of which is hereby acknowledged, we, the undersigned, James Judd do hereby assign, convey and hypothecate all of our rights, title, interest in, as we now have or may in the future acquire, and obligations as set out in the provisions of the Attached Lease at the Hurricane Municipal Airport. Additionally, for the above set out consideration, I here also convey any and all rights, title and interest in and I now have and/or as we may acquire or possess in the future in an aircraft hanger constructed on which lease site to

Further, I, James Judd, affirm that, to the best of our knowledge and belief there are no outstanding claims or encumbrances filed or unfilled against the airplane hanger constructed on the lease site.

Signed



Dated this day of at Hurricane, Utah. 2/8/12

(I We ~~ROBERT SATTY~~ Hereby agree to now assume from ~~JAMES JUDD~~ all rights, title, interest and obligations under the Airport Hanger (5 Söytl) Site Lease Agreement with Hurricane City as set out in the Attached lease.



Telephone No

702 245 8935



147 N 870 WEST, HURRICANE, UTAH 84737
PHONE: 435-635-2811 FAX: 435-635-2184
www.cityofhurricane.com

Date of Application 01/10/2025

License Fee \$50.00
Application Fee \$25.00
Total Due \$75.00

BUSINESS LICENSE APPLICATION

NOTICE: Please complete each statement below. Incomplete applications will not be accepted.

SECTION A — BUSINESS INFORMATION

Name of Business: Bryce Egley

Business Phone: (205) 220-6934 Business Email: bryceegley11@gmail.com

Business Address: 3061 S Bloomington DR E Apt D203 St. George, UT 84790 (Hangar 47)

Mailing Address (if different): _____

State Sales Tax Number (if applicable): _____ Dept. of Commerce Entity #: _____

Professional License # (if applicable): _____ Federal Identification #: _____

Website: _____

Description of Business: Flight Instructor

Will there be any building or remodeling: no Will the business be located in a newly constructed building: yes

Commercial Lease-Property Owner Written Approval: yes Are you a Sexually Oriented Business: no

Does your business sell alcohol: no Does your business sell tobacco products: no

PART B — HOME OCCUPATION APPLICANTS ONLY

- Will customers visit the home.....
- Will display or stock of merchandise be at home
- Will employees be at the house.....
- Any unusual traffic be created in neighborhood
- Will parking on roadside be needed.....
- Will flammable, toxic or poisonous materials be kept at the home
- Will there be any disposal of material into the septic or sewersystem?
- What portion of home is to be used for business (25% total structure area) _____

PART C — BUSINESS OWNER INFORMATION

A list of all corporate officers or partners must be included. This list must include name, home address, and phone number.

Owner's Name: Bryce Egley Phone Number: (205) 220-6934

Home Address: 3061 S Bloomington DR E Apt D203 St. George UT 84790

Please add any additional owners/partners on a separate piece of paper and attach.

> This form is an application for a business license. The receipt for payment of license fees thereof does not constitute being approved to operate a business. The actual license will be issued only when all inspections are completed and signed off by the various City departments and approval is given by the Business License Office. To open and/or operate a business without final approval is a Class B Misdemeanor and punishable by law.

Manager (if different): _____

Phone Number: _____

All businesses licensed in Hurricane City must be in compliance with applicable fire codes and regulations at all times. New businesses may be required to pass a fire inspection prior to issuance of a business license. Fire inspections encompass, but are not limited to: fire equipment such as extinguishers, exits and aisles, electrical equipment, storage, and fire protection systems. Inspections may include additional areas of concern specific to particular business activities and/or locations. The licensing clerk will inform new applicants whether an initial inspection is required. Please contact the Hurricane Valley District at 435-635-9562 to schedule an inspection.

I understand that compliance with applicable fire codes and regulations is required for all businesses licensed in Hurricane City. I understand that a fire inspection of my business may be required in the future and would be conducted by Hurricane City Fire Department personnel. I understand that failure to comply with applicable fire codes and regulations may be grounds for revocation of my business license.

I UNDERSTAND AND AGREE to comply with all regulations of Title 3 Business License Regulations. **I UNDERSTAND that business shall not commence at this location without first obtaining an official copy of the business license**, and that inspections of the City Building, Zoning, Fire Officials, and the County Health Officials must first be completed and the building approved by these officials for business activities.

[Signature]
Applicant's Signature

1/10/2025
Date

TOTAL FEES	\$ <u>75</u>	Office Use Only	AMOUNT PAID \$ <u>75</u>
DATE	<u>1-10-25</u>	RECEIPT #	<u>7,739402</u>
CITY LICENSE NUMBER _____			
Home Occupation: yes / no		Zone: _____	
Planning Commission Approval Required: yes / no		Permitted Use: yes / no	
If yes, which approval: site plan / conditional use			
Planning Commission approval date: _____		Zoning approval/date: _____	
New Construction: yes / no		Remodel: yes / no	
Certificate of Occupancy or Tenant Improvement inspection required: yes / no		Building Permit: yes / no	

Hurricane City Municipal
Airport
Hurricane, Utah

Rules and Regulations

Adopted and Approved
[date of approval]
Hurricane City Council

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PURPOSE

These Rules and Regulations, hereafter referred to as “regulations”, have been adopted by the Hurricane City Council and approved through *resolution* by this council. These regulations are designed to establish the structure necessary to ensure the continued viability and safety of the airport for its users and for the citizens of Hurricane.

These Standards are intended to be reasonable, non-arbitrary and non-discriminatory. These standards apply equally to everyone using the airport and shall be observed, abided by, and obeyed.

All aeronautical activities, operations, piloting of aircraft, business, and other activities at the airport shall be conducted in accordance with these rules and regulations, Hurricane City’s Minimum Standards for Commercial Aeronautical Activities, other Hurricane City Codes, Federal Aviation Administration, Utah Department of Transportation, and National Fire Prevention Association standards as appropriate.

DEFINITIONS

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

ACCIDENT - An occurrence associated with the operation of an aircraft which any person suffers death or serious injury or in which the aircraft receives substantial damage.

AERIAL APPLICATIONS - The business of making aerial applications of fire retardants, fertilizers, pesticides, seeding or other dusts or sprays.

AGL – refers to actual altitude above average elevation of terrain or “above ground level”.

AIR SALES OPERATOR - A person, firm or corporation engaged in the business of buying, selling and exchanging new or used aircraft.

AIR TAXI OPERATOR - A person, firm or corporation engaged directly in air transportation of passengers and/or property subject to the provisions of FAR Part 119 and FAR part 135 of the federal aviation regulations and holding any required certification from the Federal Aviation Administration the state of Utah.

AIRCRAFT - Any device used or intended to be used for flight in the air, including, but not limited to, airplanes, ultralights, balloons, and gliders of all types.

AIRCRAFT HANGAR – A building on the airport with the primary purpose of storing an aircraft.

AIRCRAFT RADIO - Instrument, Propeller and Accessories Shop - A person, firm or corporation engaged in FAA approved aircraft, radio, and instrumentation or propeller business, including sales, service, repair, exchange and installation of new and/or used aircraft radio equipment, instruments or propellers and parts.

AIRPORT - All City owned or leased real or personal property comprising the Hurricane City Municipal Airport as now existing or as the same may hereafter be expanded and developed.

AIRPORT BUILDING STANDARDS – The Hurricane City Airport Minimum Building Standards as adopted and amended from time to time.

AIRPORT MANAGER - The duly appointed manager of the Hurricane City Airport or his/her designee.

AIRPORT MINIMUM STANDARDS – The Hurricane City Airport Minimum Standards for Commercial Aeronautical Services, as adopted and amended from time to time.

AOA - Airport Operations Area

BASED AIRCRAFT – Any aircraft habitually parked or stored on the airport, whether in a hangar or without. This also includes any aircraft or similar vehicle transported onto the airport and assembled and flown from the airport.

CITY – Hurricane City.

CITY COUNCIL – The governing body of the municipality which owns the Airport and is the final authority in all matters of policy.

COMMERCIAL ACTIVITY - The conduct of any aspect of a business or concession on the airport for revenue, whether intended to be profit producing or nonprofit.

CONTROLLED ACCESS AREA - All areas of the airport enclosed by fence or other barrier and to which vehicular access may be obtained only through electronically activated gates.

FAA – The Federal Aviation Administration or duly designated representative thereof.

FIXED BASE OPERATOR (FBO) - A person, firm or corporation subject to the provisions of a lease engaging in the delivery of fuel and oil products into aircraft, in addition to at least two of the following services:

- The sales, service, exchange, renting or leasing of new and used aircraft, and/or aircraft parts, accessories and hardware;
- The repair, overhaul, maintenance and modification of general aviation aircraft and/or aircraft equipment using FAA certified mechanic(s) or under the provisions of an FAA approved Part 145 repair station;
- The conduct of FAA approved pilot flight and ground school training under the provisions of FAR Part 61 or FAR Part 141;
- Charter flight services which may include aerial photography, advertising, map making and aerial application services.

FLIGHT SCHOOL OPERATOR - A person, firm or corporation engaged in an FAA approved pilot flight training school under the provisions of FAR Part 61 or FAR Part 141, limited to dual and solo flight training in fixed and/or rotary wing aircraft and such related ground school instruction as is necessary to prepare a student pilot to take a written examination and practical test for pilot certificate or appropriate aircraft rating from the FAA.

FUEL HANDLING - The transportation, delivery, fueling and draining of fuel or fuel waste products.

FUEL STORAGE AREA - Any portion of the airport designated temporarily or permanently by the Airport Manager as areas in which AvGas or any type of fuel may be stored or loaded.

GENERAL AVIATION SPECIALTY SHOPS - Aircraft Maintenance: A person, firm or corporation engaged in the business of providing FAA approved routine, normal and preventive maintenance of general aviation aircraft.

LAW ENFORCEMENT OFFICER (LEO) – Any sworn peace officer, City Police, County Sherriff, UHP, or similar law enforcement personnel that may be on the Airport in the line of assigned duty.

MOVEMENT AREA - The runways, taxiways and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

OPERATIONAL AREA - Any place on the airport not leased or designated to anyone for occupancy.

PARK OR PARKING - The standing of an aircraft or vehicle, whether occupied or not.

PUBLIC AREA - Those areas normally used by the general public, including structures and facilities such as roadways, sidewalks and terminal buildings that are maintained and kept at the airport for use by the general public.

SASO – A specialized aeronautical service provider performing less than full FBO services.

SELF-SERVICE – The fueling, washing, servicing, repair, touch-up painting or maintenance of an aircraft performed by the owner or operator of the aircraft by themselves, and using his or her own tools and equipment. Self-Service cannot be contracted out to another party. Maintenance, preventive maintenance, repair, alterations, is authorized under Self-Service provided the Self-Service is performed in accordance with FAR Parts 43, 65, 91, or 103 as, appropriate to the aircraft.

SIDA - Security Identification Display Area

THROUGH-the-FENCE OPERATIONS – “Through-the-fence” are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered through-the-fence operations as long as NO commercial activity takes place.

AIRPORT MANAGER

The City Council may employ a qualified individual to manage, direct, and coordinate the operations and maintenance of the airport in order to ensure compliance with all federal, state and city regulations. The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the airport and to oversee all airport operations consistent with these standards. The Airport Manager shall coordinate airport affairs with the Federal Aviation Administration, Utah Department of Transportation Aeronautical Division and other applicable agencies to ensure that the ongoing needs of the airport are met.

PERMISSION TO USE AIRPORT CONDITIONAL

Any permission granted by the City, directly or indirectly, expressed or by implication, to enter upon or use the airport or any part thereof, including, but not limited to, operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at the airport, persons doing business with the airport, its lessee, sub lessee and permittees, and all other persons whatsoever whether or not of the type indicated, is conditioned upon compliance with this chapter and any rules, regulations or procedures promulgated hereunder; entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with this chapter and such rules, regulations and procedures. The City reserves the right to deny any or all usage of the airport to any person or persons for cause.

APPROVAL OF AVIATION OPERATIONS

Any person wishing to commence commercial activities or operations at the airport shall submit all information and material in accordance with Section II of the Airports Minimum Standards for Commercial Aeronautical Activities as well as a City business license application to the Airport Manager. If the application is complete, the Airport Manager will forward the complete materials to the business licensing officer. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies within ten (10) business days.

The business licensing officer will collect payment from the applicant upon receipt of a complete application. The application will then be reviewed to ensure that all licensing requirements are met including but not limited to the following:

1. Verification of professional license (if applicable).
2. Business name registered with the Department of Commerce.
3. A passed fire inspection is completed.

4. An active sales tax number for the City is provided (if applicable).
5. For any new construction a certificate of occupancy must be issued first.

RULES AND REGULATIONS

The following rules and regulations will govern the conduct of all persons at the airport, whether engaged in aeronautical activities or otherwise:

A. Compliance with State and Other Regulations

1. No person shall navigate, land aircraft upon, or conduct any aircraft operations on or from the airport other than in conformity with FAA rules and regulations.
2. All vehicles operated on airport property within the controlled access area shall be maintained in a safe operating condition in accordance with the Utah Department of Transportation (UDOT) codes and standards. All fuel trucks operating on the airport must meet UDOT standards and adhere to the Uniform Fire Code (UFC), National Fire Protection Agency (NFPA) or any City Fire regulations.

B. Vehicle Operations

1. Only bona fide emergency vehicles, airport maintenance vehicles, and those vehicles belonging to aircraft owners, and/or operators, and hangar owners may be operated on the ramp, taxiway, runway portions of the airport. With the operations of ground vehicles on the taxiway or runway being further restricted to those situations necessary to respond to an emergency, airport maintenance, or to the positioning of or retrieval of gliders or ultralight aircraft. In all cases the operator of a ground vehicle will give the right of way to all pedestrians and all aircraft taxing, taking off or landing.
2. No vehicles shall ever be parked unattended on the runway, nor shall any vehicle ever be parked unattended on any portion of any taxiway or ramp such as to deny or restrict the free passage of any aircraft to/from any hangar, tiedown or parking spot.
3. No motor home, travel trailer, boat trailer, horse trailer, utility trailer, any other type of powered or unpowered vehicle, shall be stored at the airport; provided, however, that the following are permitted: 1. Trailers specially designed and constructed to store/transport gliders and ultralight aircraft; 2. Mobile refueling equipment used for refueling aircraft by an authorized fuel provider; 3. Trailers and equipment used by airport personnel for airport maintenance activities; 4. Operational automobiles parked in long term parking; 5. City Public Facilities storage. If stored in public view, these items may only be stored in those areas that have been designated by the Airport Manager.
4. No bicycles, motorbikes, motorcycles, or all-terrain vehicles shall be

operated on any portion of the runway, taxiway, or ramp except where such operation is approved by the Airport Manager and is conducted by the owner/operator of any aircraft or lessee of any hangar at the airport.

5. Except for emergency response vehicles and aircraft in the act of taking off or landing, no person may operate a motor vehicle on any portion of the airport at a speed greater than 15 MPH, nor may any person operate any vehicle in a careless or reckless fashion.
6. General vehicle parking on the airport will only be in those locations designated by the Airport Manager. Lease holders may park in areas adjacent to their leased facilities, when in the opinion of the Airport Manager, such parking will not create a hazard or conflict with any airport operation or activity. The Airport Manager will have the authority to move, or have moved, at the vehicle owner's expense, any vehicle parked in an inappropriate location.

C. Security:

1. The Airport Manager as well as hangar owners should be aware of those people who are on the airport as visitors. Visitors should be questioned as to the reason for their presence at the airport. The Hurricane City Police Department should be immediately notified of any suspicious person/s or activities.

D. Aircraft Operation:

1. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these Rules and Regulations, and all pertinent rules and regulations of the Federal Aviation Administration (FAA), UDOT/Aero and any other appropriate governmental agencies. Every person operating an aircraft is responsible for the safety of his/her operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
2. The City Airport is a non-towered airport. Even though radio communications are not required, it is highly recommended that pilots have radio equipment permitting two-way communication to monitor the airport common traffic advisory frequency (CTAF) while in the vicinity of the airport.
3. All aircraft shall comply with the FAA Federal Aviation Regulations (FAR) and follow the appropriate taxiway and runway guidance markings and

lighting when operating on the airport.

4. Any aircraft weighing more than 12,500 lbs. aircraft gross weight is prohibited on the runway, taxiways or apron, unless approved by the Airport Manager.
5. Under no circumstances shall any person approach any aircraft, other than a pilot or certified aircraft mechanic, whether it is fixed wing or rotorcraft, until all blades or propellers have come to a complete stop. The only exception will be hot fueling in compliance with the operators hot fueling safety procedures.
6. Except in an emergency, rotorcraft are not permitted to perform autorotations to a running or skidding landing, or any other type of running or skidding landing, on any taxiway, runway, or other paved surface at the airport.
7. Lighter than air or hot air balloons are not permitted to land or take off from the airport without prior approval from the Airport Manager.
8. Parachuting activity over or onto the airport shall be conducted in accordance with all relevant requirements of FAR Part 105.
9. Ultralight operations at the Hurricane Airport shall be conducted in accordance with all relevant requirements of FAR Part 103, except for such deviations from that part as may be authorized by an FAA issued Grant of Exception.
10. The traffic pattern and rules for operating in that traffic pattern for the Hurricane Airport are as follows:
 - a. The recommended primary runway shall be runway 19. The traffic pattern shall be a right-hand pattern and shall be flown by the powered aircraft (other than ultralights and similar aircraft) at an altitude of at least 800 to 1,000 feet above the published field elevation.
 - b. The traffic pattern for runway 1 shall be a standard left hand pattern and shall be flown by powered aircraft (other than ultralights and similar aircraft) at an altitude of at least 800 to 1,000 feet above the published field elevation.
 - c. The traffic pattern for ultralights, powered parachutes, and similar aircraft shall be the same as for other powered aircraft except it shall be flown at an altitude of at least 500 feet above the published field elevation.
 - d. When departing south on runway 19 turn a right crosswind prior to the gravel pit (located left of runway centerline) to avoid a traffic conflict with any traffic from Sky Ranch.

Hurricane Airport is an uncontrolled airport, therefore pilots shall adhere to the “see and avoid ” concept. The CTAF for radio equipped aircraft is currently 123.05 mhz.

11. Use of an aviation transceiver to broadcast intentions is encouraged.
12. Aircraft are prohibited from taking off or landing anywhere on the Airport property other than the paved runway. Two exceptions to this rule are: 1. Helicopters may sidestep onto a paved taxiway provided the helicopter does not interfere with the normal movement of aircraft on the taxiway, and 2. Aircraft in an emergency situation. 3. Powered parachutes in approved taxiway by manager.

E. Aircraft Parking

1. All aircraft will be parked in areas designated by the Airport Manager. Each aircraft owner or operator occupying a hangar or tie down is responsible for adequately securing his/her own aircraft.
2. Helicopter operations shall be limited to areas designated by the Airport Manager.
3. Major repairs to aircraft or engines in a private hangar *shall not* be made unless it's in accordance with FAR Parts 43, 65, 91, or 103.
4. Minor general maintenance or repairs to personal aircraft such as oil changes is permitted as applicable in FAA Part 43, appendix A(C)
5. No derelict, non flyable or un-airworthy aircraft will be permitted to tie down anywhere within at the airport for longer than a 30 day period without the permission of the Airport Manager. Aircraft in violation of this paragraph may be removed by the Airport Manager at the owner's expense.
6. The city assumes no responsibility for damages by a third party or theft to aircraft or vehicles operated or parked at the airport. Transient and long term aircraft parking fees are set from time to time by the Airport Manager and the City Council.

F. Hangar Use

1. The primary purpose of an aircraft hangar is the storage of aircraft. An office, restroom, or similar facility may be contained within a hangar, but not to such extent that an aircraft cannot then be stored within the hangar.
2. Residential occupancy of a hangar of any length of time by any person(s) is prohibited with the exception of the Airport Manager.

G. Safety Prohibitions

1. All persons using the Airport or the facilities of the Airport in any way must exercise the utmost care to guard against fire and injuries to persons and property. The following are not authorized on the City Airport:
 - a. Smoking within fifty feet (50') of any aircraft, fuel truck or fuel storage tank of any kind.
 - b. Refueling or defueling of any aircraft is prohibited in any hangar.
 - c. Refueling during an electrical storm is prohibited.
 - d. While fueling aircraft, electronic devices such as cell phones, two way radio's, pagers, etc., shall not be worn or used until all fueling operations have been completed.
 - e. Hot fueling aircraft while the propellers or blades are in motion is permitted if the operator complies with the provisions of the FAA's operators hot fueling safety procedures.
 - f. Fueling shall be done in strict accordance with NFPA 407 requirements, City fire codes, and/or other applicable fire or hazardous materials regulations.
 - g. Self-fueling one's own aircraft from drums, small containers, or fuel systems is not permitted at the Airport unless verification has been completed by the Airport Manager that the following items have been received; appropriate insurance coverage has been obtained for conducting self-fueling operations including adding the City as an additional insured on such insurance coverage and completing an indemnification agreement with the City.
 - h. Fuel services shall be administered only by an authorized fuel provider that adheres to the Airport Minimum Commercial Aeronautical Standards. All fuel for aircraft must be purchased from an authorized fuel provider on the airport unless approved by the Airport Manager and the requirements of G.1.g. are complied with.
 - i. "Flagging" and/or "Hawking" is prohibited at the Airport. For the purposes of these regulations, this is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs, such signage to be approved by the Airport Manager.)
 - j. Flying any type of drone or model aircraft at the airport is prohibited unless prior approval is given by the Airport Manager. Each drone or model aircraft operator must have in his/her possession a remote pilot certificate issued by the FAA, as applicable, and must adhere to the provisions of FAR Part 107 or Part 101 depending on the type of operation being conducted.

- k. No parachutes, powered or otherwise, shall depart from or land at the Hurricane City American Legion Equestrian Park located adjacent to the Airport.
2. The following is prohibited in aircraft storage hangars:
 - a. Starting or taxiing an aircraft
 - b. Refueling of any aircraft
 - c. . Major aircraft repairs and alterations as defined by the FAA may be completed by individuals (SASO operations or aircraft owners) that hold the Proper FAA credentials and/or certifications to do so. Hangar owners may construct a homebuilt aircraft in their hangar with the approval of the Airport Manager. Self-serve minor maintenance is limited to preventative maintenance as outlined in FAR Parts 43, 65,91, or 103 as applicable. All safety rules and regulations as described in this document as well as the City's Minimum Standards for the Airport, shall be complied with.
 - d. Painting is prohibited. Self-service touch-up painting may be authorized with prior approval from the Airport Manager.
 - e. Welding is prohibited.
 - f. Open flame tools are prohibited.
 - g. Storage of any Hazardous Materials other than oily waste rags is prohibited. Suitable small metal receptacles with self closing covers shall be provided by tenants for the storage of such items.
 - h. Open storage of flammable materials is prohibited. One (1) suitable fire safe container, no larger than four (4) feet in width, and eight (8) feet in height, and complies with OSHA, UL, or NFPA Standards, may be used to store limited amounts of flammable materials such as small spray paint cans, that may be needed to support self-service maintenance requirements.
 3. The City is authorized to conduct inspections of all areas leased to hangar tenants, including inspections of the interiors of hangars. A tenant's refusal to allow such inspections shall constitute a violation of these Rules and Regulations.

H. Accidents/Incidents

Persons involved in an aircraft accident affecting airport operations or damaging city property shall make a full verbal report to the Airport Manager or his/her designee within one hour after the accident. The report must include names and addresses, time, place, cause, injuries and other information requested by the Airport Manager. When a written report of an accident is required by the FAA or NTSB, a copy of such report shall be submitted to the Airport Manager. At accident

scenes, aircraft owners (and) the pilots or agents will promptly remove disabled aircraft, parts and accident debris unless directed by the Airport Manager, FAA, NTSB, or local authorities to delay such action pending an accident investigation. Damage sustained to the airport facility, grounds or buildings will be assessed as a claim against the responsible party.

I. Nuisances

1. Dismantled aircraft, aircraft parts, dismantled or inoperative aircraft or any other unsafe, un-kept, unsightly miscellaneous item or items in disrepair shall not be left over a period of 30 days in open view. This includes all movement areas as well as non-movement areas. If the Airport Manager determines that a violation has occurred, he shall so advise the owner. If not corrected within thirty (30) days, the Airport Manager may remove such items and bill the owner or operator for associated costs. Conditions involving safety issues shall be corrected within twenty-four (24) hours.
2. Any person, including the operators of an aircraft, causing overflowing of fuel and / or spilling of excess oil or grease on any apron will notify the Airport Manager immediately. The involved person shall be responsible for cleaning such areas and repair any damage thereto.
3. At no time shall engines be "run up" when other aircraft, hangars, shops, buildings or persons are in the path of the propulsion stream. Any person operating any vehicle or aircraft (including fixed wing and rotor) shall be responsible for damage or cleanup caused by such operations (i.e., scattering of debris from prop blast or rotor down wash).

J. Pedestrians

1. Hangar owners and aircraft operators may walk on any runway or taxiway when necessary to gain access to an aircraft, glider, or ultralight. This also applies to pilots and ground crew when involved in the launch or recovery of such aircraft; and for airport maintenance and debris removal, and to emergency personnel in the performance of their duties. Anyone walking on the runway shall remain alert for any aircraft operating in the traffic pattern.
2. On all areas of the airport, pedestrians will give way to all moving aircraft.

K. Operators to keep the Rules and Regulations Availability

All commercial operators with valid leases to perform aeronautical business on the airport shall keep a current copy of these rules and regulations prominently posted in their place of business and available for viewing to all who enter the facilities. It is the responsibility of all owners of aircraft based at the airport and pilots who regularly use the airport to be familiar with the contents of this document. The operators bear the responsibility for compliance and ignorance is not an excuse

for violation of any part of these rules and regulations.

L. Refuse

No person shall throw, dump or deposit any waste, refuse or garbage on the airport. All waste, refuse or garbage from airport operators or construction crews shall be placed and kept in closed garbage containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. Garbage containers and temporary restroom facilities must be in place before any construction starts.

M. Construction

In addition to the requirements of this paragraph, all construction at the Airport shall comply with the City's generally applicable ordinances, standards, and regulations governing such construction. Before any construction project begins on the airport, the contractor or his/her designated project supervisor will be required to attend a one hour training class on Airport Familiarization and Safety. The contractor is required to have in place one port a potty and one enclosed refuse dumpster prior to the start of construction per City Building Ordinance. The Airport Manager or his designee will attend the pre-inspection meeting to discuss the operations at the Airport. Attendance at the post inspection by the Airport designee will also be required before any final inspection is approved.

N. Special Events

Special events include but are not limited to the following:

Air shows	War bird shows
Balloon festivals	Fly-in meets or open house
Air races	Parachute team demonstrations

These special events require written permission and approval from the Airport Manager.

O. Noise Sensitive Areas

- a. In addition to complying with FAR Part 91.119 for maintaining minimum altitudes over congested areas such as the residential areas of the City, pilots are expected to use good judgment and flight procedures that result in minimum noise over noise-sensitive areas. Compliance with the City's noise policy is strongly encouraged.
- b. Noise abatement procedures.

The following voluntary procedures are defined to abate excessive noise at the airport:

- a. Runway 19 should be used whenever wind conditions allow for safe landing and takeoff operations. If departing to the north using Runway

- 1, a left crosswind turn should be executed as soon as safely practical to avoid unnecessary overflight of residential areas.
- b. All aircraft shall make a practical effort to reach pattern altitude (1000' AGL) before turning downwind. All aircraft departing the airport pattern area are to make a reasonable effort to climb to a minimum altitude of 1000' AGL before doing so utilizing the standard pattern legs as defined in Section 4-3-3 of the Aeronautical Information Manual (AIM).
 - c. All arriving aircraft utilizing the traffic pattern are to maintain a minimum of 1000' AGL until established in the pattern per guidelines found in the AIM.
 - d. Helicopters shall make a practical effort to vary the downwind distance from the runway when performing repetitive pattern work in order to reduce sustained ground noise under a particular flight path. See AIM 4-3-3(b).
 - e. Simulated forced landings and/or auto-rotations should not initiate until the aircraft reaches the typical pattern altitude of 1000' AGL.
 - f. Unless otherwise approved by the Airport Manager or a Memorandum of Understanding agreement between the City and the applicable entity, repetitive aircraft training operations should be limited to (2) 30 minute sessions within a 24 hour period Monday through Saturday for helicopters and/or aircraft that exceed 80 (eighty) decibel levels per noise measurement levels determined and defined in FAA Circular AC 36-IH. Repetitive pattern work for these aircraft is not to be flown on Sundays. This restriction shall not apply in emergencies, where necessitated by safety considerations, or when required by the Federal Aviation Administration.
 - g. Aircraft are not to be started, run-up, or depart the Airport between sunset and sunrise other than to make an immediate departure from the airport area.
 - h. All aircraft arriving between sunset and sunrise to be limited to one (1) full stop approach and landing sequence.
 - i. Repetitive pattern work, touch and go's, stop and go's, low approaches, or practice autorotations are not to be conducted between sunset and sunrise. 2.

EXCEPTIONS

The following categories of aircraft are exempt from airport noise abatement guidelines:

- a. Aircraft operated by or under contact of the United States of America, any State, county, city, subdivision or special district of a state including military, firefighting, search & rescue, disaster relief, and medical evacuation flights;
- b. Aircraft used for emergency purposes during an emergency officially

proclaimed by competent authority pursuant to the laws of the United States, the State of Utah, Washington County, or Hurricane City;

- c. Civil Air Patrol aircraft when engaged in actual search and rescue missions;
- d. Aircraft which have declared an inflight emergency;
- e. Aircraft operating as air ambulance for medical purposes.
- f. Aircraft engaged in take-offs or landings while conducting tests under the direction of the Airport Director.

P. SELF-SERVICES

The owner of an aircraft located on the airport is permitted to wash and to perform minor repairs and alterations to his/her own aircraft, provided there is no attempt to perform such services for others.

Commercial Activities

- a. **No person shall operate a Commercial Activity of any nature that is based at or operated from the Airport unless the conduct of that activity has been approved by the City. A business not directly involved in any form of Aeronautical activity may be allowed only if such business would serve and support the airport and the flying community (e.g. an airport restaurant).**
- b. **Any Commercial Activity based out of the airport shall require a business license from the City in addition to a commercial lease signed for the facility from which the Commercial Activity or business will be conducted.**
- c. **All Commercial Activity must comply with all Federal, State and local regulations and with the City's Minimum Standards for Commercial Aeronautical Activities.**

Q. STORAGE AND MAINTENANCE

Aircraft storage hangars shall be used primarily for aircraft storage. No uncovered trash containers shall be maintained in any outside area, and areas to be used for trash or garbage containers shall be only those areas designated by the Airport Manager. All hangars and other premises including an area five (5) feet from the outside hangar wall on the airport shall be maintained by the lessee in a condition as to repair, cleanliness and general maintenance that is equal to the level of maintenance maintained by the City in comparable areas. Fuel and oil storage facilities must be approved by and in a location designated by the Airport Manager. Such storage shall comply with any regulations adopted pursuant to the Airports Commercial Standards, Rules and Regulations, as well as applicable federal, state and local fire codes pertaining to fire safety, including, but not limited to, the City Building Code, and the Uniform Fire Code.

R. STRUCTURE DESIGN

In order to assure an aesthetic appearance and harmonious design of airport improvements, new construction and remodeling or repainting of existing structures shall comply with the Airport Building Standards.

S. COMMERCIAL STANDARDS

In addition to compliance with the regulations set forth herein, the City Council has adopted Minimum Standards for Commercial Aeronautical Activities at the Airport to carry out the purposes of this chapter and serve the best interests of the City. Such standards shall be made available to all members of the public, both at the city recorder's office and from the Airport Manager. Failure to comply with such standards shall be considered a violation of this chapter, and the Airport Manager may deny the use and privileges of the airport to any such violator, subject to the appeal rights contained in the Enforcement; Appeal section of this chapter.

T. ENFORCEMENT; APPEAL

The primary concern of Airport Management is the safe and efficient operations of the Airport.

A. Citations

The City may issue citations for violations of this chapter, including the rules and regulations contained in this chapter, and/or promulgated pursuant to the Commercial Standards of this Chapter. The city may take enforcement action as set forth herein or it may initiate legal action as it may deem appropriate.

B. Appeal

Any person, who feels aggrieved by staff enforcement of this chapter, rules and regulations promulgated hereunder, or the Minimum Standards for Commercial Aeronautical Activities promulgated hereunder, may Appeal any decision. Appeals shall be made in writing to the City Manager, who after due consideration, shall rule on the matter. Final appeal may be made to the Mayor and City Council. The sole exception to the appeal process herein provided shall apply to criminal citations under state or city traffic law and emergency or safety issues.

~~Hurricane~~Hurricane Municipal

Minimum Standards For Commercial Aeronautical Activities

~~As amended November 13, 2009~~

~~As amended~~ Adopted and Approved
[date of approval]
Hurricane City Council

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INTRODUCTION

The Hurricane Municipal Airport ("Airport") is the primary general aviation air transportation facility for ~~the City of Hurricane Hurricane City, Washington County and southwest Utah~~. The Airport is owned by ~~the City of Hurricane Hurricane City~~ and daily operations of the Airport are overseen by the Airport Manager, who is appointed by the City.

These Minimum Standards for Commercial Aeronautical Activities ("Standards") have been developed and adopted to protect and promote in a reasonable manner the best interests of the public by requiring a minimum level and quality of facilities and services required of commercial aeronautical businesses at the Hurricane Municipal Airport. These Standards are designed to provide reasonable opportunity, without discrimination, for the non-exclusive conduct of ~~commercial~~ aeronautical activities at the Airport.

The City reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed activities or to protect or improve the Airport or the quality of service provided to the public.

It should be emphasized that this document specifies the ~~mm,mm~~ minimum standards that must be met to conduct commercial aeronautical activities at the airport. Applicants and operators are encouraged to exceed these minimums whenever possible.

GENERAL

- A. No entity, including those under sublease, shall engage in any commercial aeronautical activity or business of any nature whatsoever on Airport property, except with the prior written approval of the City.
- B. Such written approval by the City is issued through either a signed lease agreement with the City if land and/or facilities are leased from the City, or a written Lease Agreement under the Minimum Standards if the activity will be operating under a sublease from an existing Airport Tenant.
- C. In the event these Minimum Standards, as they now exist or are hereafter amended, conflict with applicable Federal Aviation Regulations, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses,

sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.

- D. These Standards do not pertain to ~~scheduled commercial air carrier operations under Federal Aviation Regulation 14CFR Part 121 or to~~ military operations.
- E. All activities at the Hurricane Municipal Airport are subject to and must comply with all existing and future applicable laws, ordinances, rules and regulations of the Hurricane Municipal Airport, ~~the City of Hurricane the City~~, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

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SECTION I - DEFINITIONS

As used in these Standards, the following definitions apply:

Aeronautical Activity - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

Agreement - A written contract, executed by both parties, and enforceable by law between ~~the City of Hurricane the City~~ and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or prohibiting the conduct of certain activities.

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Aircraft Maintenance - The repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or power plant, including the replacement of parts. Major repairs include major alterations to the airframe, power plant, or propeller, as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft airframe or power plant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43.

Airframe and Power plant Mechanic - A person who holds an Aircraft mechanic certificate with both the airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 65.

Airport Layout Plan - The currently approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and ~~the City of Hurricane the City~~.

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~~City of Hurricane Hurricane City~~ - Referred to as the "City", means ~~the City of Hurricane Hurricane City~~, the fee simple owner and operator of the property that comprises the Hurricane Municipal Airport.

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Commercial Operator - An Entity engaging in a Commercial Aeronautical Activity.

Commercial Aeronautical Activity - Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished.

Entity - A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.

Exclusive Right - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more Entities, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Federal Aviation Administration (FAA) - All branches, offices and officers of the United States Department of Transportation, Federal Aviation Administration

Fixed Base Operator (FBO) - A commercial tenant which provides for aircraft services as outlined in section V.

General Aviation - All aviation with exception of air carriers (including cargo) and government. General aviation aircraft are utilized for commercial and noncommercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Manager - means the Airport Manager of the Hurricane Municipal Airport as appointed by ~~the City of Hurricane the City.~~

Master Plan - The current Master Plan report, which is an assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by ~~the City of Hurricane the City~~ and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards - Qualifications, standards and criteria, established by ~~the City of Hurricane the City~~ as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.

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National Fire Protection Association (NFPA) - All codes, standards, rules and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial Flying Club - any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

Non-Commercial Operator - An Entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. ~~Notwithstanding~~ Notwithstanding the foregoing, the Non-Commercial Operator shall neither offer nor engage in Commercial Aeronautical Activities. For purposes of these Minimum Standards, all government agencies shall be considered Non-Commercial Operators.

Operator - Means the entity responsible for the operations of a commercial aeronautical activity.

Repairman - A person who holds an aircraft repairman certificate, with appropriate ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Repair Station - A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Rules and Regulations - the rules and regulations as may be promulgated and adopted from time to time by the City to protect the public health, safety, interest and welfare of the Hurricane Municipal Airport.

Specialized Aviation Service Operator (SASO) - A commercial aeronautical activity that provides one or more commercial services as outlined in section V.

Hurricane Municipal Airport - referred to as the "Airport", means the property allocated for the operation of the Hurricane Municipal Airport in ~~the City of Hurricane~~ Hurricane City, State of Utah, as depicted on the current Airport Layout Plan.

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Through the Fence Operations - "Through-the-fence" are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property. ~~activities are prohibited at the Hurricane Municipal Airport.~~

Recreational, light sport, and glider aircraft that are designed to be transported by a trailer shall not be considered ~~THROUGH~~ through the ~~FENCE-fence~~ operations as long as NO commercial activity takes place.

SECTION II - APPLICATION REQUIREMENTS

Applications for permission to conduct any commercial aeronautical activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Manager. Applicants are strongly encouraged to visit with the Airport Manager to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application.

The applicant shall submit all information and material necessary or requested by the City to establish to the City's satisfaction that the applicant will qualify and comply with these Standards. Failure by the Applicant to submit any of the requested information may be grounds for denial of the application. ~~At a minimum, such applications must include fill of the following: All such applications must include all that are applicable to the applicant of the following:~~

1. Name, mailing address and phone number of applicant(s).
2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.
3. Individual or business name and mailing address to appear on the lease or agreement.
4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.
5. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.
6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided.
7. A description of the services to be offered, including all of the intended services upon completion or the installation of the facility.
8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.
9. A description of the building space to be constructed, including square footages, building types and intended use of each. For buildings proposed to be constructed, the applicant shall provide certification that it will comply with all building standards as adopted by the ~~City of Hurricane the City~~ as they apply to the Airport.

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10. The estimated total cost of construction and improvements.
11. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan).
12. The hours of operations and number of employees.
13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.
14. A certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section VI.

~~The applicant shall also submit the following supporting documentation if requested by the Airport Board:~~

- ~~1. Financial Statement—A current financial statement of the applicant prepared or certified by a Certified Public Accountant and or financial references acceptable to the City.~~
- ~~2. Assets—A written listing of the assets owned or to be purchased and utilized in conjunction with the commercial aeronautical activity at the Airport.~~
- ~~3. Credit Report—A current credit report covering all areas in which the applicant had done business within the last ten years.~~
- ~~4. References—A list of persons or businesses for which the City has the authority to contact.~~
- ~~5. Authorization for release of information.~~

~~A written authorization for the Federal Aviation Administration, all aviation or aeronautic commissions, administrators, or departments of states in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the application or its operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.~~

SECTION III - GENERAL CONDITIONS AND REQUIREMENTS

The following general conditions and requirements [shall apply to all commercial aeronautical activities and](#) will be included in all commercial aeronautical activity leases or any written agreement. These are basic clauses only and more specific clauses, covenants and language, dependent upon the particular activity authorized by the City, may be included in the lease or agreement:

If an Operator desires to sublease space to another Operator, the Operator must obtain the written approval from the City to sublease the space. The sub lessee must apply for and obtain a permit to operate at the Airport, and must satisfy the applicable Minimum Standards to provide sub lessee's proposed Commercial Aeronautical Activity.

A. NON DISCRIMINATION:

Premises are to be operated for the use and benefit of the public. Non-discrimination means:

1. To furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport;
2. To furnish said service on an equal and non-discriminatory basis to all users thereof;
3. To charge reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
4. The Operator, his agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public in any manner. The Operator further agrees to comply with enforcement procedures as the United States might demand that the City take in order to comply with the Airport's Federal Assurances.

B. AIRCRAFT SERVICE BY OWNERS OR OPERATORS OF AIRCRAFT

It is to be clearly understood by all Operators under these Standards that no right or privilege has been granted which would serve to prevent other aircraft owners or operators (commercial or non-commercial) on the Airport from performing any service on their own aircraft. This does not

preclude the Operator under these Standards from restricting the activities of others on its own leasehold.

C. NON-EXCLUSIVE RIGHT

The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises and/or facilities which may be assigned exclusively to the Operator, and then only to the extent provided in a written Agreement.

D. RIGHTS RESERVED

~~The City of Hurricane~~ The City further reserves the right to designate specific Airport areas for activities in accordance with the Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or improvements that may be available and/or used for specific activities and shall be consistent with the safe, orderly, and efficient use of the Airport.

~~The City of Hurricane~~ The City reserves the right to take any action it considers necessary to protect the navigable airspace and aerial approaches of the airport against obstruction, together with the right to prevent Operators from erecting, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

~~The City of Hurricane~~ The City reserves the right to prohibit any Entity from using the Airport or engaging in activities at the Airport (and/or revoke or suspend any privileges granted to any Entity) upon determination by ~~the City of Hurricane~~ the City that such Operator has not complied with these Minimum Standards, [the Rules and Regulations](#), applicable regulatory measures, directives issued by the City, or has otherwise jeopardized the safety of Entities utilizing the Airport or the land and/or improvements located at the Airport.

If the City determines there are more qualified applicants seeking to provide a particular Commercial Aeronautical Activity than there is space or demand at the airport for such service, the City may select the Commercial Aeronautical Activity provider through a competitive solicitation or request for proposals.

E. GROUNDS FOR DENIAL

The City may reject any proposal or application for any one (1) or more reasons including, but not limited to, the following:

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The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by ~~the City of Hurricane~~the City.

The Entity's proposed activities and/or improvements will create a safety hazard at or on the Airport.

The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to spend and/or will result in a financial loss or hardship to ~~the City of Hurricane~~the City.

No appropriate, adequate, or available land and/or improvement exists at the Airport to accommodate the proposed activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable time frame.

The proposed activities and/or improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the Entity.

The development or use of the land requested by the Entity will result in a congestion of Aircraft and/or the improvements will, in the sole discretion of the City, unduly interfere with activities of any existing Operator on the Airport and/or prevent adequate access to the leased premises of any existing Operator.

The Entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

The Entity or an officer, director, agent, representative, shareholder, or employee of the Entity has a record of violating or is in violation of City regulatory measures (or any other airport sponsor), the FAA, or any other regulatory measure applicable to the Airport and/or the Entity's proposed Activity.

The Entity or an officer, director, agent, representative, or shareholder of the Entity has defaulted in the performance of any lease, sublease, agreement, or permit at the Airport or at any other airport.

The Entity does not exhibit adequate financial responsibility or capability to

undertake the proposed activity.

F. AIRPORT DEVELOPMENT

The City reserves the right to further develop Airport property or improve the landing areas of the Airport as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance.

Location. FBOs and SASOs may be situated only in those areas of the Airport specified for such use in the Airport Layout Plan (ALP) and the Airport Master Plan or otherwise approved by the Airport Board.

G. MAINTENANCE OF LANDING AREA AND ALL PUBLICLY OWNED FACILITIES

The City reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.

H. NATIONAL EMERGENCY

During time of war or national emergency, the City shall have right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be suspended.

I. AIRPORT OBSTRUCTIONS

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. FAA Part 77 regulations also apply.

J. SUBORDINATION

These minimum standards shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation and maintenance of the Airport, the execution of

which has been or may be required as a condition precedent to the

expenditure of Federal funds for the development of the Airport.

K. HAZARDOUS MATERIALS AND WASTE

The Operator shall not discharge, deposit or store any waste or hazardous materials on the Airport. The Operator's operating area shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner to minimize any hazards. The operator must comply with the Airport's Stormwater Pollution Prevention Plan as appropriate. Examples of hazardous materials and waste include, but are not limited to, garbage; used fluids such as oil, chemicals, or fuel; scrap materials or other debris.

L. OPERATION AREA

The Operator shall not conduct any of its business or activities on any area except those specified in the lease or agreements under these Minimum Standards.

M. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

The Operator shall comply with all federal, state and local rules and regulations which may pertain to its operation on the Airport and all future revisions thereto.

N. APPROVAL OF CONSTRUCTION

No buildings, structures, tiedowns, ramps, paving, taxi area, drains, earthwork or any other improvements or additions to the Airport shall be placed or constructed, or altered or removed at the Airport without the prior written approval of the City. Applicable City permits must be obtained by the Operator prior to any such work. The Operator must conform to all requirements in the Airport Building Standards.

A pre-construction meeting must take place with the Airport Manager or designee before any work can begin. A post inspection meeting must take place before final approval of the project can be awarded.

O. CHANGE IN SERVICES OFFERED

Once a lease or agreement is entered into, the Operator may not add or delete services offered without the prior consent of the City. Any additional services contemplated must meet the requirements outlined in these standards. A change in services offered may require a change in leased area. Any such modification may be subject to a modification of rates and charges.

P. RIGHT OF RELOCATION

The City shall have the right to relocate the Operator's Premises when necessary to accommodate the Airport development. The need for such relocation shall be solely determined by the City. If relocation becomes necessary, the City shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should Operator disagree with the replacement location, Operator shall have the right, within ten (10) calendar days of receipt of the Cities written notice of impending relocation, to provide written notice to the Airport Manager that Operator disagrees with the replacement location. Upon such notice by Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the City shall have the right to unilaterally decide the matter, and Operator agrees to and shall abide by the Cities decision, subject to such rights of termination as Operator may have under its Lease or Permit. If the City requires the Operator to relocate its facilities during the term of its Agreement, the City will reimburse the Operator for its documented actual and reasonable out-of-pocket relocation expenses, if any, but the City shall have no liability for increased overhead or operating costs, or lost profits or revenue of Operator, if any, arising out of such relocation.

Q. THROUGH THE FENCE ACTIVITIES

"Through-the-fence" Activities are prohibited at the Hurricane Municipal Airport.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered THROUGH the FENCE Operations as long as NO commercial activity takes place. ~~Flight instruction and flight certification are hereby specifically exempted from through the fence regulations.~~

SECTION IV - ACTION UPON APPLICATION

Upon receipt of an application to conduct a commercial general aviation activity under these standards, the Airport Manager will review the application to ensure its completeness and compliance with the requirements of Section II, Application Requirements.

A. Applicant shall submit all information and material in accordance with Section II as well as a City business license application to the Airport Manager. If the application is complete, the Airport Manager will turn the packet over to the business licensing officer. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.

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B. The business licensing officer will collect payment from the applicant once they have a complete application. The application will then be reviewed to ensure that all licensing requirements are met including but not limited to the following:

1. Verification of professional license (if applicable).
2. Business name registered with the Department of Commerce.
3. A passed fire inspection is completed.
4. An active sales tax number for Hurricane is provided (if applicable).
5. For any new construction a certificate of occupancy must be issued first.

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~~A. If the application is found to be complete in accordance with Section II, the Airport Manager will schedule consideration of the proposed activity at the next possible City Council Meeting. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.~~

~~B. The Airport Manager will recommend approval or denial of the proposed activity to the Hurricane Airport Board and the Hurricane City Council which has the ultimate authority to approve or disapprove any proposed commercial aeronautical activity. City Council consideration of a proposed activity will take place during a regular City Council meeting.~~

~~C. The City Council may not consider any application to conduct a commercial aeronautical activity unless the applicant or a duly appointed representative is present at the City Council meeting.~~

~~D. In consideration of the application, the City Council may deny the application based on one or more of the following terms:~~

- ~~1. **NOT QUALIFIED:** The applicant does not meet the qualifications.~~

standards or requirements established by these Standards.

2. ~~*SAFETY HAZARDS:* The applicant's proposed operation or construction would create a safety hazard at the Airport.~~
3. ~~*CITY EXPENDITURE:* The approval of the application would require the City to expend funds, labor or materials in connection with the operation.~~
4. ~~*AVAILABILITY:* There is no appropriate, adequate or available space or building at the Airport to accommodate the applicant's proposal.~~
5. ~~*NON-COMPLIANCE WITH AIRPORT LAYOUT/MASTER PLAN:* The proposed operation, development or construction does not comply with the Airport's Layout or Master Plans.~~
6. ~~*CONGESTION:* The development or use of the area requested will result in depriving existing Airport operators of portions of the area in which they are conducting operations; or will result in a congestion of general operating areas or buildings; or will result in unduly interfering with the operations at the Airport regarding aircraft traffic or service, or preventing unrestricted access to any airport area.~~
7. ~~*MISREPRESENTATION:* Any party applying for or having an interest in the business has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents.~~
8. ~~*HISTORY OF VIOLATIONS:* Any party applying for or having an interest in the business has a record of violating these Minimum Standards or any Federal, State, or local rules and regulations of any other airport, the City of Hurricane, or the Hurricane Municipal Airport.~~
9. ~~*DEFAULTED PERFORMANCE:* Any party applying for or having an interest in the business has defaulted in the performance of any other lease agreement with another airport or public agency, the City of Hurricane, or the Hurricane Municipal Airport.~~
10. ~~*COMPETITIVE BIDDING:* The party applying was not the successful bidder in an open and competitive bidding environment.~~

SECTION V - MINIMUM STANDARDS

A. FIXED BASE OPERATOR

A fixed base operator (FBO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with the following:

- sale of aviation jet fuel, aviation gasoline and oil
- ramp services, aircraft loading, unloading and towing
- aircraft repair and maintenance
- Commercial aircraft storage.

In addition to the general requirements of the Minimum Standards, each Fixed Based Operator at the Airport shall comply with the following minimum standards set forth in this section.

NOTE: Only FBO's will be authorized to offer retail sales and/or delivery into- plane of aircraft fuels. City also retains its right to offer retail sales and/or delivery into-plane of aircraft fuels.

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Such services may be provided by the FBO or under contract with another operator. If such service requirements are to be provided by another operator, that operator shall separately apply for approval under these standards and shall be responsible for payment of all fees, rates or charges established by the City. Fixed Base Operators must meet the following general minimum standards and requirements as well as those for the specific services they provide:

Scope of Activity

Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.

FBO's products and services shall include the following:

- (1) Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - a. FBO shall deliver and dispense Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
 - b. FBO shall provide a response time of no more than 30 minutes during required hours of activity (excepting situations beyond the control of the FBO).

c. FBO shall provide fueling services after hours, 24 hours per day, by means of on-call personnel. A 30 minute response time from notification shall be achieved (excepting situations beyond the control of the FBO).

(2) Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

- a) FBO shall meet, direct, and park all aircraft arriving on Operator's leased premises.
- b) FBO shall provide a lounge for pilots and their crew members.
- c) FBO shall provide arrival and departure services for aircraft using Operator's leased premises including crew and passenger baggage handling.
- d) FBO shall provide parking and tie-down of aircraft upon the Operator's leased premises.
- e) FBO shall provide for hangar storage of aircraft.
- f) FBO shall provide oxygen, nitrogen, and compressed air services.
- g) FBO shall provide lavatory services and aircraft cleaning services.
- h) FBO shall make available aircraft ground power units.
- i) FBO shall provide courtesy transportation, utilizing Operator's vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.
- j) FBO shall make available crew and passenger ground transportation arrangements (limousine, shuttle, and rental car).
- k) FBO shall make available aircraft catering arrangements.

(3) Aircraft Maintenance

a. FBO shall provide aircraft maintenance on the airframe, power plants, and associated systems of general aviation aircraft up to turboprop aircraft normally frequenting the airport. In addition, FBO shall be properly certified as an FAA Aircraft Repair facility and have available a certified A & P mechanic during normal business hours.

b. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through authorized sub-lessee(s) who meet the minimum standards for Aircraft Maintenance Operator and operates from the FBO's leased premises.

LEASED PREMISES

FBO shall have adequate land, ~~Apron~~apron, paved tie-down, facilities (hangars, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all activities of FBO and all approved sub-lessees. A comprehensive site plan for all activities must be approved by the ~~Airport Board~~City and may require a Development Agreement approved by the City.

(1) Vehicle Parking - All landside vehicle parking belonging to the lessee shall comply with ~~the City of Hurricane~~the City zoning ordinance requirements. Storage of trailers, motorhomes, un-operational vehicles, etc., in the landside or airside parking areas of a leased facility or business is not allowed. Areas other than leased site parking may be subject to time limited parking regulations as posted. Items left over fifteen (15) days may be towed at the owner's expense unless approved by the Airport Manager.

FUEL STORAGE

FBO shall construct or install and maintain an on-Airport aboveground fuel storage facility at the Airport with appropriate leak containment provisions, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the City.

Fuel storage facility shall have a total capacity for three (3) days peak supply of fuel for aircraft being serviced by an FBO.

FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport. Security fencing surrounding the Operators fuel storage facility must be in place at all times.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

FUELING EQUIPMENT

All equipment necessary to adequately support all required activities shall be provided and maintained in accordance with good maintenance practices and all applicable FAA, NFPA, EPA and/or UDOT regulations.

FUELING INSPECTIONS

Hurricane Municipal Airport, Airport Operations Department, under FAA Part 139.321 regulations, are required to inspect an FBO's fueling equipment and employee training records every 90 days for compliance. Findings of non compliance issues may violate the operating lease of the Operator. A Letter of Correction or violation must be repaired no later than 30 days from the inspection date.

GENERAL EQUIPMENT

FBO shall have the following equipment:

- (1) Adequate equipment for providing sufficient ground power units for aircraft normally frequenting the Airport
- (2) One (1) courtesy vehicle (capable of accommodating four (4) passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants in close proximity
- (3) One (1) aircraft tug (and tow bar) with at least a rating capacity sufficient to meet the towing requirement of the heaviest general aviation aircraft normally frequenting the Airport
- (4) One (1) Fuel Spill kit
- (5) Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles

(6) All equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications

(7) All vehicles shall display proper company identification placards and a rotating beacon as required by the current FAA FAR Part 139 regulations for access into all Airport Operation Areas.

PERSONNEL

Provide qualified employees to perform all required activities. Where required, the Operator shall provide the City with copies of all necessary personnel training certificates and licenses. All personnel must attend an Airport Familiarization class upon hire and attend a refresher course once annually.

COMMUNICATIONS

The FBO shall at all times maintain an active telephone service with current telephone numbers that can be accessed by the public during required business hours. Each FBO is required to monitor the local CTAF during business hours.

AIRPORT SECURITY

The Operator, its employees, agents, customers, and contractors, shall comply fully with The Airport Security Plan. Transportation Security Administration Part 1542 and 1544 applies.

The Operator shall designate a responsible person for the coordination of all security communications and procedures with the Airports Security Coordinator.

The Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the Airports Security Coordinator no later than 7 days before Operator commences activities at the Airport. The Operator is solely responsible for implementation of and compliance with The Operator's security plan.

HOURS OF OPERATION

The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than 8 hours per day, seven days per week. Hours of operation may be seasonally adjusted with prior approval of the Airport Manager and shall be conspicuously posted. The FBO shall provide a 24 hour fueling capability (including "on call" service) to the customer or provide a self serve fueling system that will accept alternative payment.

AIRCRAFT REMOVAL

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request, or as soon as practical, in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft Removal Plan and have the equipment readily available that is necessary to remove the general aviation aircraft normally

frequenting the Airport.

INSURANCE

Except as otherwise provided for herein, the FBO shall maintain, at a minimum, the coverage and limits of insurance set forth by ~~the City of Hurricane~~the City as outlined in Section VI.

RAMP SERVICES, REPAIR AND MAINTENANCE

- a. *Maintenance*: The FBO shall provide, at least eight hours per day, six days per week, adequate equipment, facilities and appropriately certificated personnel for performing at least preventive aircraft airframe and powerplant repair and maintenance as outlined in Federal Aviation Regulation 14CFR Part 43, appendix A.
- b. *Ramp Services*: The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshalling and towing, ground power service and lavatory service.

AIRCRAFT LOADING, UNLOADING AND TOWING

The FBO shall provide adequate loading, unloading and towing equipment and trained operators to accommodate the based and transient general aviation aircraft generally utilizing the airport.

B. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

A Specialized Aviation Service Operator (SASO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with *one or more* of the following activities or services:

1. Airframe or powerplant repair
- ~~4-2.~~ Aircraft Inspection & Avionics Certification
- ~~3.~~ Aircraft flight instruction ~~and/or aircraft rental~~
- ~~2-4.~~ Aircraft rental
- ~~3-5.~~ Aerial application
- ~~4-6.~~ Air charter-air taxi service
- ~~5-7.~~ Air charter-air tours
- ~~6-8.~~ Commercial Hangar Leasing
- ~~7-9.~~ Specialized Commercial Activities

Facilities shall include appropriate customer and administrative areas.

SERVICES AND STANDARDS

~~Fixed Base Operators and~~ Specialized Aviation Service Operators must meet the following minimum standards and requirements according to the service(s) provided:

1. NEW AND/OR USED AIRCRAFT SALES

- a. *Building:* ~~For businesses involved in aircraft sales, The FBO/the~~ SASO shall provide suitable office space, as determined by the Airport Manager, for conducting sales and keeping proper records in connection herewith.
- b. *Records:* The ~~FBO/SASO~~ shall provide records of all sales of aircraft to the Airport manager. The FBO shall remit any and all applicable fees and/or taxes as established by City, ~~and/or~~ State of Utah, ~~and/or~~ Airport.
- c. *Personnel:* The ~~FBO/SASO~~ shall provide, (or contract for) during posted business hours, at least one person having a current pilot certificate with appropriate ratings for the types of aircraft being demonstrated for sale.

2. FLIGHT INSTRUCTION AND/OR AIRCRAFT RENTAL

- a. *Instructors:* The ~~FBO or~~ SASO shall provide at least one FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to enable students to pass the FAA written examination for at least a sport pilots license.
- b. *Aircraft:* If flight instruction is provided, the ~~FBO or~~ SASO shall own or have access to rent or lease at least one properly certified and maintained aircraft equipped for flight instruction. If aircraft rentals are provided, the SASO shall own or lease at least one properly certified and maintained aircraft equipped for aircraft rental. If both services are offered, these can be the same aircraft, provided they are properly equipped and certificated for both instruction and rental.

~~e. Building:~~ The ~~FBO or~~ SASO shall provide adequate facilities for storing, parking, serving and repairing aircraft used for flight instruction or aircraft rental. The ~~FBO or~~ SASO shall provide, ~~or lease at least 140 square feet of office space lease, or sublease~~ adequate office required to conduct their services, as determined by

the Airport Manager. Operator shall also make arrangement for the use of additional adequate space in the same facility for classroom training activities and restroom facilities. This additional space may be common with other users ~~at the airport. in the facility.~~

~~d. *Hours of Operation:* The FBO or SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.~~

~~e.c. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.~~

e. *Part Time Flight Instruction:* An entity may provide "part time" or "guest instructor" flight training not to exceed ten (10) hours a month, without the office and aircraft requirements, provided that such an entity ~~satisfy~~satisfies the requirements for insurance coverage and indemnification for ~~the City of Hurricane~~the City, ~~and maintains an appropriate operators agreement with the Airport.~~

3. AIR CHARTER-AIR TAXI SERVICE

a. *Aircraft and registration:* The ~~FBO or~~ SASO shall provide on-demand air charter and air taxi service with at least one aircraft ~~equipped for flight in IFR conditions,~~ in accordance with Federal Aviation Regulation 14 CFR Part 135. If required, the ~~FBO or~~ SASO shall be properly registered with the Utah Aeronautics Commission.

b. *Personnel:* The ~~FBO or~~ SASO shall employ or contract with at least one appropriately rated pilot available to operate such air charter and air taxi aircraft.

4. AERIAL APPLICATION AND SEEDING OPERATIONS

~~An FBO or A~~ SASO desiring to engage in aerial application operations must hold an appropriate operator's certificate issued by the FAA, comply with the requirements of the State of Utah and the Airport's Storm water Pollution Prevention Plan, and provide as a minimum the following:

a. *Personnel:* The ~~FBO or~~ SASO shall provide at least one person holding a current FAA commercial pilots license, properly rated for the aircraft to be used and meeting the requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah. Any pilot involved with any aerial application must hold the appropriate certificates from the State of Utah Department of Agriculture and Food.

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- b. *Aircraft:* The ~~FBO or~~ SASO shall own or lease at least one aircraft meeting all requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah.
- c. *Storage:* The ~~FBO or~~ SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Federal and State environmental regulations and Occupational Health and Safety Administration (OHSA) requirements.
- d. *Cleaning:* The ~~FBO or~~ SASO shall provide a DEQ/EPA approved washing area if the washing involves an aircraft that has been exposed to chemicals.
- e. *Building:* The ~~FBO or~~ SASO shall provide or lease at a minimum, 140 square feet to conduct operations. The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OHSA) requirements.
- f. *Insurance:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

5. **SPECIALIZED AIRCRAFT REPAIR SERVICE** (~~i.e. airframe, powerplant,~~ avionics, instrument or propeller)

- a. *Building:* The SASO shall construct or lease a building to provide office space, public restrooms, and sufficient space to work indoors on aircraft, avionics, instruments, propellers, or other repairs or services.
- b. *Performance of Services:* The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.
- ~~a-c. *Personnel:* The FBO or SASO shall provide at least one FAA certified employee qualified in accordance with the terms of the repair service offered, on duty at least eight hours per day, five days per week. At least one properly FAA certified employee shall be on duty during posted business hours. An FAA certified IA mechanic shall be~~

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available as necessary.

- b-d. EquipmentBuilding: The ~~FBO or~~ SASO shall maintain adequate space, tools and equipment, as determined by the Airport Manager, to perform the services offered.
- e-e. Spare parts: The ~~FBO or~~ SASO shall have access to adequate spare parts and accessories necessary to provide the services offered.

6. AIR CHARTER-AIR TOUR FLIGHTS

A ~~FBO or~~ SASO desiring to provide air charter and/or scenic flight services greater than 25 statute miles from the Airport under Federal Aviation Regulation 14CFR Part 135 must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, be properly registered with the Utah Aeronautics Commission, if required by state law or regulation, and provide as a minimum the following services and facilities:

- a. Building: The ~~FBO or~~ SASO shall provide or lease at least 140 square feet of office space. The SASO shall also make arrangement for the use of additional adequate space in the same facility for reception and passenger waiting areas and restroom facilities. This additional space may be common with other users in the facility.
- b. Personnel: The ~~FBO or~~ SASO shall employ or contract for at least one FAA certified commercial pilot, appropriately rated to conduct the operations performed.
- c. Aircraft: The ~~FBO or~~ SASO shall own or lease at least one properly certified and maintained single engine aircraft, equipped for VFR operations.
- ~~d. Hours of Operation: The FBO or SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. Extended or "on-call" hours are encouraged. The hours of operation shall be conspicuously posted.~~
- e-d. Insurance Coverage: Insurance shall be carried meeting the minimum requirements outlined in Section VI.

7. COMMERCIAL HANGAR LEASING

Any ~~FBO or~~ SASO desiring to provide hangars for the sole intent of leasing to other aircraft owners or lessees shall provide as a minimum the following services and facilities:

- a. Land: Leasehold shall contain adequate land area to

accommodate all building structures and parking areas.

- b. Building: Construct or lease a hangar or building of at least 2,500 contiguous square feet which meets the City's approval.
- c. Parking: Lessee shall lease from the city a minimum of two parking spaces or more as appropriate for a proposed hangar unit. Other parking accommodations may be appropriate with the approval of the airport manager.
- d. Insurance Coverage: Insurance shall be carried meeting the minimum requirements outlined in Section VI.
- e. Restrooms: - Lessee shall provide at least one restroom per hangar development as approved by the airport manager.

~~8. AIRFRAME OR POWERPLANT/SPECIALIZED AIRCRAFT REPAIR SERVICES~~

~~A SASO desiring to engage in airframe or powerplant repair service must provide as a minimum the following services and facilities:~~

- a. ~~Land: The leasehold lessee or sub-lessee shall have contain at least 3,500 contiguous square feet for an adequate building and required setbacks.~~
- b. ~~Building: Construct or lease a building of at least 3,000 contiguous square feet to provide office space, public restrooms and sufficient space to work indoors on aircraft, avionics, instruments or propellers.~~
- c. ~~Personnel: At least one properly FAA-certified employee shall be on duty during posted business hours. An FAA-certified IA mechanic shall be available as necessary.~~
- d. ~~Hours of Operation: The SASO shall provide services at least eight hours each day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.~~
- e. ~~Performance of Services: The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run ups, or if the aircraft is too large to be placed within the building.~~
- f. ~~Insurance Coverage: Insurance shall be carried meeting the~~

[minimum requirements outline in Section VI.](#)

9-8. SPECIALIZED COMMERCIAL ACTIVITIES

- a. *Parachute Jumping:* No commercial parachute jumping clubs or organizations desiring to engage in parachute jumping above or onto the Airport will be allowed without the special permission of the Airport Management. In the event that permission is granted. Then the operator must as a minimum provide the following:
 - i. Obtain the written permission of the Airport Manager.
 - ii. Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.
 111. Provide the Airport with a general liability insurance policy that names the City as an additional insured party, in an amount to be determined by the City. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.
- b. *Flying Clubs:* An entity organized for the express purpose of providing its members with aircraft for their personal use only, must provide the following as a minimum:
 - i. Documentation of the clubs corporate status, a list of all members and a list of all Club-owned or - leased aircraft. The Club shall be an entity organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment. The ownership of the aircraft must be vesting in the name of the Club. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft. Financial records shall be provided to the Airport Manager no less than annually or as requested.
 - ii. Provide the Airport Manager with proof of insurance coverage meeting the requirements outlined in Section VI.
- c. *Other Commercial Aeronautical Activities:*

Other commercial aeronautical activities not specifically addressed in this part shall be approved on a case-by-case basis by the City. Examples may include, but are not limited

to, commercial banner towing, aircraft paint, aircraft restoration, avionics, instrument or propeller repair facilities. Other commercial aeronautical activities may also include an amateur-built aircraft manufacturer or sport pilot/light-sport aircraft service provider.

Applications for activities not specifically addressed under these standards must contain all information requested in Section II of these standards. Minimum standards for other aeronautical activities will be created and adopted into these Standards as determined to be necessary by the City Council of ~~Hurricane City~~the City.

SECTION VI - MINIMUM INSURANCE REQUIREMENTS

Dependent upon the type of activity or activities conducted, the Operator will be required throughout the term of its lease or agreement under standards to obtain insurance of the types and amounts set forth by the City. All insurance must meet the following requirements:

- A. Prior to commencement of operations, the Operator will be required to provide the Airport Manager with proper evidence of insurance covering its operations on the Airport as specified in this section.
- B. Such evidence of insurance must name ~~the City of Hurricane~~the City as an additional insured.
- C. Evidence of insurance must also provide ~~the City of Hurricane~~the City with at least 30 days notice of any policy change, cancellation or termination.
- D. The Operator must also provide a waiver of subrogation to the benefit of ~~the City of Hurricane~~the City.

Section VII - LEASE TERMS and CONDITIONS

It shall be the policy of ~~the City of Hurricane~~the City to negotiate such lease terms and conditions as may be appropriate to the type of business operation being proposed, scale and scope of proposed investment into the Airport, and appropriate term length not to exceed a base term length of 20 years, with a single five year extension option, subject to the approval of ~~the City of Hurricane~~the City.

Section VIII - NON COMMERCIAL ACTIVITIES

A Non-Commercial Hangar Operator (Operator) is an Entity that develops/constructs and owns one or more hangar structures used for Non-Commercial storage of aircraft.

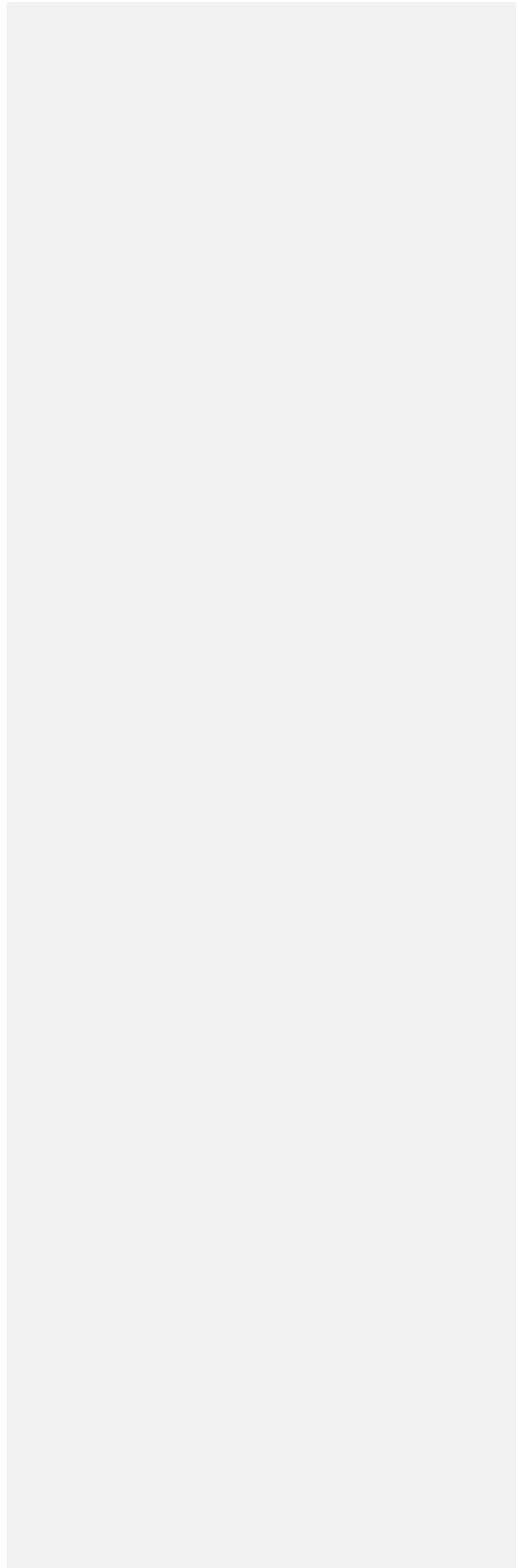
No Commercial Aeronautical Activity of any kind shall be permitted on or from the leased premises.

Non Commercial Hanger space is limited to aircraft storage *only*. ~~*If an aircraft is stored in a hangar and there is excess space for additional property owned solely by the hangar owner, this additional property may be stored with the approval of the Airport Manager as long as it meets all storage and safety requirements in this document and in the Hurricane City Rules and Regulations document. Vehicles, trailers, motorhomes, or any other items not associated with aeronautical activities are prohibited. However, a hangar owner may park his/her personal vehicle (car/truck) being utilized for transportation to and from the hangar inside that structure while utilizing their aircraft. This section is intended to prevent the routine or term storage of non aeronautical vehicles or property in an airport hangar, not to prevent an owner from parking his/her incidental transportation inside the hangar while utilizing their aircraft.*~~

Operator shall not be permitted to sublease any land or Improvements on the leased premises for any purpose.

~~Public Facilities — The City is permitted to store and maintain equipment at the Hurricane City Airport. The City, as the owner of the Airport, is permitted to store and maintain equipment and supplies at the Airport, including equipment and supplies related to airport maintenance and responding to emergencies.~~

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Hurricane Municipal Airport

**Minimum Standards
For
Commercial
Aeronautical Activities**

Adopted and Approved
[date of approval]
Hurricane City Council

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INTRODUCTION

The Hurricane Municipal Airport ("Airport") is the primary general aviation air transportation facility for Hurricane City. The Airport is owned by Hurricane City and daily operations of the Airport are overseen by the Airport Manager, who is appointed by the City.

These Minimum Standards for Commercial Aeronautical Activities ("Standards") have been developed and adopted to protect and promote in a reasonable manner the best interests of the public by requiring a minimum level and quality of facilities and services required of commercial aeronautical businesses at the Airport. These Standards are designed to provide reasonable opportunity, without discrimination, for the non-exclusive conduct of aeronautical activities at the Airport.

The City reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed activities or to protect or improve the Airport or the quality of service provided to the public.

It should be emphasized that this document specifies the Minimum Standards that must be met to conduct commercial aeronautical activities at the Airport. Applicants and operators are encouraged to exceed these minimums whenever possible.

GENERAL

- A. No entity, including those under sublease, shall engage in any commercial aeronautical activity or business of any nature whatsoever on Airport property, except with the prior written approval of the City.
- B. Such written approval by the City is issued through either a signed lease agreement with the City if land and/or facilities are leased from the City, or a written Lease Agreement under the Minimum Standards if the activity will be operating under a sublease from an existing Airport tenant.
- C. In the event these Minimum Standards, as they now exist or are hereafter amended, conflict with applicable Federal Aviation Regulations, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses,

sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.

- D. These Standards do not pertain to military operations.
- E. All activities at the Hurricane Municipal Airport are subject to and must comply with all existing and future applicable laws, ordinances, rules and regulations of the Airport, the City, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

SECTION I - DEFINITIONS

As used in these Standards, the following definitions apply:

Aeronautical Activity - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

Agreement - A written contract, executed by both parties, and enforceable by law between the City and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or prohibiting the conduct of certain activities.

Aircraft Maintenance - The repair, adjustment, maintenance, alteration, preservation, and/or inspection of aircraft airframe or power plant, including the replacement of parts. Major repairs include major alterations to the airframe, power plant, or propeller, as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft airframe or power plant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43.

Airframe and Power Plant Mechanic - A person who holds an Aircraft mechanic certificate with both the airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 65.

Airport Layout Plan - The currently approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the City.

Hurricane City - Referred to as the "City", means Hurricane City, the fee simple owner and operator of the property that comprises the Airport.

Commercial Operator - An Entity engaging in a Commercial Aeronautical Activity.

Commercial Aeronautical Activity - Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished.

Entity - A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.

Exclusive Right - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more Entities, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Federal Aviation Administration (FAA) - All branches, offices and officers of the United States Department of Transportation, Federal Aviation Administration

Fixed Base Operator (FBO) - A commercial tenant which provides for aircraft services as outlined in Section V.

General Aviation - All aviation with exception of air carriers (including cargo) and government. General aviation aircraft are utilized for commercial and noncommercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Manager - The Airport Manager of the Hurricane Municipal Airport as appointed by the City.

Master Plan - The current Master Plan report, which is an assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards - Qualifications, standards and criteria, established by the City as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.

National Fire Protection Association (NFPA) - All codes, standards, rules and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial Flying Club - Any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

Non-Commercial Operator - An Entity that either owns or leases and operates aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. Notwithstanding the foregoing, the Non-Commercial Operator shall neither offer nor engage in Commercial Aeronautical Activities. For purposes of these Minimum Standards, all government agencies shall be considered Non-Commercial Operators.

Operator - The entity responsible for the operations of a commercial aeronautical activity.

Repairman - A person who holds an aircraft repairman certificate, with appropriate ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Repair Station - A certificated aircraft maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Rules and Regulations - The rules and regulations as may be promulgated and adopted from time to time by the City to protect the public health, safety, interest and welfare of the Airport.

Specialized Aviation Service Operator (SASO) - A commercial aeronautical activity that provides one or more commercial services as outlined in section V.

Hurricane Municipal Airport - Referred to as the "Airport", means the property allocated for the operation of the Hurricane Municipal Airport in Hurricane City, State of Utah, as depicted on the current Airport Layout Plan.

Through the Fence Operations - "Through-the-fence" are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property.

Recreational, light sport, and glider aircraft that are designed to be transported by a trailer shall not be considered through the fence operations as long as NO commercial activity takes place.

SECTION II - APPLICATION REQUIREMENTS

Applications for permission to conduct any commercial aeronautical activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Manager. Applicants are strongly encouraged to visit with the Airport Manager to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application.

The applicant shall submit all information and material necessary or requested by the City to establish to the City's satisfaction that the applicant will qualify and comply with these Standards. Failure by the applicant to submit any of the requested information may be grounds for denial of the application. All such applications must include all that are applicable to the applicant of the following:

1. Name, mailing address and phone number of applicant(s).
2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.
3. Individual or business name and mailing address to appear on the lease or agreement.
4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.
5. A list of any applicable federal, state or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.
6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided.
7. A description of the services to be offered, including all of the intended services upon completion or the installation of the facility.
8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.
9. A description of the building space to be constructed, including square footages, building types and intended use of each. For buildings proposed to be constructed, the applicant shall provide certification that it will comply with all building standards as adopted by the City as they apply to the Airport.

10. The estimated total cost of construction and improvements.
11. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan).
12. The hours of operations and number of employees.
13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.
14. A certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section VI.

SECTION III - GENERAL CONDITIONS AND REQUIREMENTS

The following general conditions and requirements shall apply to all commercial aeronautical activities and will be included in all commercial aeronautical activity leases or any written agreement. These are basic clauses only and more specific clauses, covenants and language, dependent upon the particular activity authorized by the City, may be included in the lease or agreement:

If an Operator desires to sublease space to another Operator, the Operator must obtain the written approval from the City to sublease the space. The sub lessee must apply for and obtain a permit to operate at the Airport, and must satisfy the applicable Minimum Standards to provide sub lessee's proposed Commercial Aeronautical Activity.

A. NON DISCRIMINATION:

Premises are to be operated for the use and benefit of the public. Non-discrimination means:

1. To furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport;
2. To furnish said service on an equal and non-discriminatory basis to all users thereof;
3. To charge reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
4. The Operator, his agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public in any manner. The Operator further agrees to comply with enforcement procedures as the United States might demand that the City take in order to comply with the Airport's Federal Assurances.

B. AIRCRAFT SERVICE BY OWNERS OR OPERATORS OF AIRCRAFT

It is to be clearly understood by all Operators under these Standards that no right or privilege has been granted which would serve to prevent other aircraft owners or Operators (commercial or non-commercial) on the Airport from performing any service on their own aircraft. This does not

preclude the Operator under these Standards from restricting the activities of others on its own leasehold.

C. NON-EXCLUSIVE RIGHT

The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises and/or facilities which may be assigned exclusively to the Operator, and then only to the extent provided in a written agreement.

D. RIGHTS RESERVED

The City further reserves the right to designate specific Airport areas for activities in accordance with the Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or improvements that may be available and/or used for specific activities and shall be consistent with the safe, orderly, and efficient use of the Airport.

The City reserves the right to take any action it considers necessary to protect the navigable airspace and aerial approaches of the airport against obstruction, together with the right to prevent Operators from erecting, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

The City reserves the right to prohibit any Entity from using the Airport or engaging in activities at the Airport (and/or revoke or suspend any privileges granted to any Entity) upon determination by the City that such Operator has not complied with these Minimum Standards, the Rules and Regulations, applicable regulatory measures, directives issued by the City, or has otherwise jeopardized the safety of Entities utilizing the Airport or the land and/or improvements located at the Airport.

If the City determines there are more qualified applicants seeking to provide a particular Commercial Aeronautical Activity than there is space or demand at the airport for such service, the City may select the Commercial Aeronautical Activity provider through a competitive solicitation or request for proposals.

E. GROUNDS FOR DENIAL

The City may reject any proposal or application for any one (1) or more reasons including, but not limited to, the following:

The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City.

The Entity's proposed activities and/or improvements will create a safety hazard at or on the Airport.

The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the City.

No appropriate, adequate, or available land and/or improvement exists at the Airport to accommodate the proposed activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable time frame.

The proposed activities and/or improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the Entity.

The development or use of the land requested by the Entity will result in a congestion of Aircraft and/or the improvements will, in the sole discretion of the City, unduly interfere with activities of any existing Operator on the Airport and/or prevent adequate access to the leased premises of any existing Operator.

The Entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

The Entity or an officer, director, agent, representative, shareholder, or employee of the Entity has a record of violating or is in violation of City regulatory measures (or any other airport sponsor), the FAA, or any other regulatory measure applicable to the Airport and/or the Entity's proposed Activity.

The Entity or an officer, director, agent, representative, or shareholder of the Entity has defaulted in the performance of any lease, sublease, agreement, or permit at the Airport or at any other airport.

The Entity does not exhibit adequate financial responsibility or capability to undertake the proposed activity.

F. AIRPORT DEVELOPMENT

The City reserves the right to further develop Airport property or improve the

landing areas of the Airport as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance.

Location. FBOs and SASOs may be situated only in those areas of the Airport specified for such use in the Airport Layout Plan (ALP) and the Airport Master Plan or otherwise approved by the Airport Board.

G. MAINTENANCE OF LANDING AREA AND ALL PUBLICLY OWNED FACILITIES

The City reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.

H. NATIONAL EMERGENCY

During time of war or national emergency, the City shall have right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be suspended.

I. AIRPORT OBSTRUCTIONS

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. FAA Part 77 regulations also apply.

J. SUBORDINATION

These minimum standards shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

K. HAZARDOUS MATERIALS AND WASTE

The Operator shall not discharge, deposit or store any waste or hazardous materials on the Airport. The Operator's operating area shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner to minimize any hazards. The operator must comply with the Airport's Stormwater Pollution Prevention Plan as appropriate. Examples of hazardous materials and waste include, but are not limited to, garbage; used fluids such as oil, chemicals, or fuel; scrap materials or other debris.

L. OPERATION AREA

The Operator shall not conduct any of its business or activities on any area except those specified in the lease or agreements under these Minimum Standards.

M. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

The Operator shall comply with all federal, state and local rules and regulations which may pertain to its operation on the Airport and all future revisions thereto.

N. APPROVAL OF CONSTRUCTION

No buildings, structures, tiedowns, ramps, paving, taxi area, drains, earthwork or any other improvements or additions to the Airport shall be placed or constructed, or altered or removed at the Airport without the prior written approval of the City. Applicable City permits must be obtained by the Operator prior to any such work. The Operator must conform to all requirements in the Airport Building Standards.

A pre-construction meeting must take place with the Airport Manager or designee before any work can begin. A post inspection meeting must take place before final approval of the project can be awarded.

O. CHANGE IN SERVICES OFFERED

Once a lease or agreement is entered into, the Operator may not add or delete services offered without the prior consent of the City. Any additional services contemplated must meet the requirements outlined in these standards. A change in services offered may require a change in leased area. Any such modification may be subject to a modification of rates and charges.

P. RIGHT OF RELOCATION

The City shall have the right to relocate the Operator's Premises when necessary to accommodate the Airport development. The need for such relocation shall be solely determined by the City. If relocation becomes necessary, the City shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should Operator disagree with the replacement location, Operator shall have the right, within ten (10) calendar days of receipt of the cities written notice of impending relocation, to provide written notice to the Airport Manager that Operator disagrees with the replacement location. Upon such notice by Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the City shall have the right to unilaterally decide the matter, and Operator agrees to and shall abide by the cities decision, subject to such rights of termination as Operator may have under its Lease or Permit. If the City requires the Operator to relocate its facilities during the term of its Agreement, the City will reimburse the Operator for its documented actual and reasonable out- of-pocket relocation expenses, if any, but the City shall have no liability for increased overhead or operating costs, or lost profits or revenue of Operator, if any, arising out of such relocation.

Q. THROUGH THE FENCE ACTIVITIES

"Through the fence" Activities are prohibited at the Hurricane Municipal Airport.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered through the fence Operations as long as NO commercial activity takes place.

SECTION IV - ACTION UPON APPLICATION

Upon receipt of an application to conduct a commercial general aviation activity under these standards, the Airport Manager will review the application to ensure its completeness and compliance with the requirements of Section II, Application Requirements.

- A. Applicant shall submit all information and material in accordance with Section II as well as a City business license application to the Airport Manager. If the application is complete, the Airport Manager will turn the packet over to the business licensing officer. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.

- B. The business licensing officer will collect payment from the applicant once they have a complete application. The application will then be reviewed to ensure that all licensing requirements are met including but not limited to the following:
 - 1. Verification of professional license (if applicable).
 - 2. Business name registered with the Department of Commerce.
 - 3. A passed fire inspection is completed.
 - 4. An active sales tax number for the City is provided (if applicable).
 - 5. For any new construction a certificate of occupancy must be issued first.

SECTION V - MINIMUM STANDARDS

A. FIXED BASE OPERATOR

A Fixed Base Operator (FBO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with the following:

1. Sale of aviation jet fuel, aviation gasoline and oil
2. Ramp services, aircraft loading, unloading and towing
3. Aircraft repair and maintenance
4. Commercial aircraft storage

In addition to the general requirements of the Minimum Standards, each Fixed Based Operator at the Airport shall comply with the following minimum standards set forth in this section.

NOTE: Only FBOs will be authorized to offer retail sales and/or delivery into- plane of aircraft fuels. City also retains its right to offer retail sales and/or delivery into- plane of aircraft fuels.

Such services may be provided by the FBO or under contract with another Operator. If such service requirements are to be provided by another Operator, that Operator shall separately apply for approval under these standards and shall be responsible for payment of all fees, rates or charges established by the City. Fixed Base Operators must meet the following general minimum standards and requirements as well as those for the specific services they provide:

SCOPE OF ACTIVITY

Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.

FBO's products and services shall include the following:

1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - a. FBO shall deliver and dispense jet fuel, avgas, and aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
 - b. FBO shall provide a response time of no more than 30 minutes during required hours of activity (excepting situations beyond the control of the FBO).

c. FBO shall provide fueling services after hours, 24 hours per day, by means of on-call personnel. A 30 minute response time from notification shall be achieved (excepting situations beyond the control of the FBO).

2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

a. FBO shall meet, direct, and park all aircraft arriving on Operator's leased premises.

b. FBO shall provide a lounge for pilots and their crew members.

c. FBO shall provide arrival and departure services for aircraft using Operator's leased premises including crew and passenger baggage handling.

d. FBO shall provide parking and tie-down of aircraft upon the Operator's leased premises.

e. FBO shall provide for hangar storage of aircraft.

f. FBO shall provide oxygen, nitrogen, and compressed air services.

g. FBO shall provide lavatory services and aircraft cleaning services.

h. FBO shall make available aircraft ground power units.

i. FBO shall provide courtesy transportation, utilizing Operator's vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.

j. FBO shall make available crew and passenger ground transportation arrangements (limousine, shuttle, and rental car).

k. FBO shall make available aircraft catering arrangements.

3. Aircraft Maintenance

- a. FBO shall provide aircraft maintenance on the airframe, power plants, and associated systems of general aviation aircraft up to turboprop aircraft normally frequenting the airport. In addition, FBO shall be properly certified as an FAA Aircraft Repair facility and have available a certified A & P mechanic during normal business hours.
- b. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through authorized sub-lessee(s) who meet the minimum standards for Aircraft Maintenance Operator and operates from the FBO's leased premises.

LEASED PREMISES

FBO shall have adequate land, apron, paved tie-down, facilities (hangars, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all activities of FBO and all approved sub-lessees. A comprehensive site plan for all activities must be approved by the City and may require a Development Agreement approved by the City.

(1) Vehicle Parking - All landside vehicle parking belonging to the lessee shall comply with the City zoning ordinance requirements. Storage of trailers, motorhomes, un-operational vehicles, etc., in the landside or airside parking areas of a leased facility or business is not allowed. Areas other than leased site parking may be subject to time limited parking regulations as posted. Items left over fifteen (15) days may be towed at the owner's expense unless approved by the Airport Manager.

FUEL STORAGE

FBO shall construct or install and maintain an on-Airport aboveground fuel storage facility at the Airport with appropriate leak containment provisions, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the City.

Fuel storage facility shall have a total capacity for three (3) days peak supply of fuel for aircraft being serviced by an FBO.

FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport. Security fencing surrounding the Operators fuel storage facility must be in place at all times.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

FUELING EQUIPMENT

All equipment necessary to adequately support all required activities shall be provided and maintained in accordance with good maintenance practices and all applicable FAA, NFPA, EPA and/or UDOT regulations.

FUELING INSPECTIONS

Hurricane Municipal Airport, Airport Operations Department, under FAA Part 139.321 regulations, are required to inspect an FBO's fueling equipment and employee training records every 90 days for compliance. Findings of non compliance issues may violate the operating lease of the Operator. A Letter of Correction or violation must be repaired no later than 30 days from the inspection date.

GENERAL EQUIPMENT

FBO shall have the following equipment:

1. Adequate equipment for providing sufficient ground power units for aircraft normally frequenting the Airport.
2. One (1) courtesy vehicle (capable of accommodating four **(4)** passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants in close proximity.
3. One (1) aircraft tug (and tow bar) with at least a rating capacity sufficient to meet the towing requirement of the heaviest general aviation aircraft normally frequenting the Airport.
4. One (1) fuel spill kit
5. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles.

6. All equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications.
7. All vehicles shall display proper company identification placards and a rotating beacon as required by the current FAA FAR Part 139 regulations for access into all Airport Operation Areas.

PERSONNEL

Provide qualified employees to perform all required activities. Where required, the Operator shall provide the City with copies of all necessary personnel training certificates and licenses. All personnel must attend an Airport Familiarization class upon hire and attend a refresher course once annually.

COMMUNICATIONS

The FBO shall at all times maintain an active telephone service with current telephone numbers that can be accessed by the public during required business hours. Each FBO is required to monitor the local CTAF during business hours.

AIRPORT SECURITY

The Operator, its employees, agents, customers, and contractors, shall comply fully with The Airport Security Plan. Transportation Security Administration Part 1542 and 1544 applies.

The Operator shall designate a responsible person for the coordination of all security communications and procedures with the Airports Security Coordinator.

The Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the Airports Security Coordinator no later than 7 days before Operator commences activities at the Airport. The Operator is solely responsible for implementation of and compliance with The Operator's security plan.

HOURS OF OPERATION

The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than eight hours per day, seven days per week. Hours of operation may be seasonally adjusted with prior approval of the Airport Manager and shall be conspicuously posted. The FBO shall provide a 24 hour fueling capability (including "on call" service) to the customer or provide a self serve fueling system that will accept alternative payment.

AIRCRAFT REMOVAL

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request, or as soon as practical, in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft Removal Plan and have the equipment readily

available that is necessary to remove the general aviation aircraft normally frequenting the Airport.

INSURANCE

Except as otherwise provided for herein, the FBO shall maintain, at a minimum, the coverage and limits of insurance set forth by the City as outlined in Section VI.

RAMP SERVICES, REPAIR AND MAINTENANCE

- a. *Maintenance*: The FBO shall provide, at least eight hours per day, six days per week, adequate equipment, facilities and appropriately certificated personnel for performing at least preventive aircraft airframe and powerplant repair and maintenance as outlined in Federal Aviation Regulation 14CFR Part 43, appendix A.
- b. *Ramp Services*: The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshalling and towing, ground power service and lavatory service.

AIRCRAFT LOADING, UNLOADING AND TOWING

The FBO shall provide adequate loading, unloading and towing equipment and trained operators to accommodate the based and transient general aviation aircraft generally utilizing the airport.

B. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)}

A Specialized Aviation Service Operator (SASO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with *one or more* of the following activities or services:

1. Airframe or powerplant repair
2. Aircraft Inspection & Avionics Certification
3. Aircraft flight instruction
4. Aircraft rental
5. Aerial application
6. Air charter-air taxi service
7. Air charter-air tours
8. Commercial Hangar Leasing
9. Specialized Commercial Activities

Facilities shall include appropriate customer and administrative areas.

SERVICES AND STANDARDS

Specialized Aviation Service Operators must meet the following minimum standards and requirements according to the service(s) provided:

1. NEW AND/OR USED AIRCRAFT SALES

- a. *Building:* For businesses involved in aircraft sales, the SASO shall provide suitable office space, as determined by the Airport Manager, for conducting sales and keeping proper records in connection herewith.
- b. *Records:* The SASO shall provide records of all sales of aircraft to the Airport Manager. The FBO shall remit any and all applicable fees and/or taxes as established by City, State of Utah, and/or Airport.
- c. *Personnel:* The SASO shall provide, (or contract for) during posted business hours, at least one person having a current pilot certificate with appropriate ratings for the types of aircraft being demonstrated for sale.

2. FLIGHT INSTRUCTION AND/OR AIRCRAFT RENTAL

- a. *Instructors:* The SASO shall provide at least one FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to enable students to pass the FAA written examination for at least a sport pilots license.
- b. *Aircraft:* If flight instruction is provided, the SASO shall own or have access to rent or lease at least one properly certified and maintained aircraft equipped for flight instruction. If aircraft rentals are provided, the SASO shall own or lease at least one properly certified and maintained aircraft equipped for aircraft rental. If both services are offered, these can be the same aircraft, provided they are properly equipped and certificated for both instruction and rental.

Building: The SASO shall provide adequate facilities for storing, parking, serving and repairing aircraft used for flight instruction or aircraft rental. The SASO shall provide, lease, or sublease adequate office required to conduct their services, as determined by the Airport Manager. Operator shall also make arrangement for the use of additional adequate space in the same facility for classroom training activities and restroom facilities. This additional space may be common with other users at the airport.

- c. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.
- d. *Part Time Flight Instruction:* An Entity may provide "part time" or "guest instructor" flight training not to exceed ten (10) hours a month, without the office and aircraft requirements, provided that such an Entity satisfies the requirements for insurance coverage and indemnification for the City.

3. AIR CHARTER AND AIR TAXI SERVICE

- a. *Aircraft and registration:* The SASO shall provide on-demand air charter and air taxi service with at least one aircraft in accordance with Federal Aviation Regulation 14 CFR Part 135. If required, the SASO shall be properly registered with the Utah Aeronautics Commission.
- b. *Personnel:* The SASO shall employ or contract with at least one appropriately rated pilot available to operate such air charter and air taxi aircraft.

4. AERIAL APPLICATION AND SEEDING OPERATIONS

A SASO desiring to engage in aerial application operations must hold an appropriate operator's certificate issued by the FAA, comply with the requirements of the State of Utah and the Airport's Storm Water Pollution Prevention Plan, and provide as a minimum the following:

- a. *Personnel:* The SASO shall provide at least one person holding a current FAA commercial pilots license, properly rated for the aircraft to be used and meeting the requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah. Any pilot involved with any aerial application must hold the appropriate certificates from the State of Utah Department of Agriculture and Food.
- b. *Aircraft:* The SASO shall own or lease at least one aircraft meeting all requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah.
- c. *Storage:* The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Federal and State environmental regulations and Occupational Health and Safety Administration (OHSA) requirements.

- d. *Cleaning:* The SASO shall provide a DEQ/EPA approved washing area if the washing involves an aircraft that has been exposed to chemicals.
- e. *Building:* The r SASO shall provide or lease at a minimum, 140 square feet to conduct operations. The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OHSA) requirements.
- f. *Insurance:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

5. SPECIALIZED AIRCRAFT REPAIR SERVICE (airframe, powerplant, avionics, instrument or propeller)

- a. *Building:* The SASO shall construct or lease a building to provide office space, public restrooms, and sufficient space to work indoors on aircraft, avionics, instruments, propellers, or other repairs or services.
- b. *Performance of Services:* The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.
- c. *Personnel:* At least one properly FAA certified employee shall be on duty during posted business hours. An FAA certified IA mechanic shall be available as necessary.
- d. *Equipment:* The SASO shall maintain adequate space, tools and equipment, as determined by the Airport Manager, to perform the services offered.
- e. *Spare parts:* The SASO shall have access to adequate spare parts and accessories necessary to provide the services offered.

6. AIR CHARTER AND AIR TOUR FLIGHTS

A SASO desiring to provide air charter and/or scenic flight services greater than 25 statute miles from the Airport under Federal Aviation Regulation 14CFR Part 135 must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, be properly registered with the Utah Aeronautics

Commission, if required by state law or regulation, and provide as a minimum the following services and facilities:

- a. *Building:* The SASO shall provide or lease at least 140 square feet of office space. The SASO shall also make arrangement for the use of additional adequate space in the same facility for reception and passenger waiting areas and restroom facilities. This additional space may be common with other users in the facility.
- b. *Personnel:* The r SASO shall employ or contract for at least one FAA certified commercial pilot, appropriately rated to conduct the operations performed.
- c. *Aircraft:* The r SASO shall own or lease at least one properly certified and maintained single engine aircraft.
- d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

7. COMMERCIAL HANGAR LEASING

Any SASO desiring to provide hangars for the sole intent of leasing to other aircraft owners or lessees shall provide as a minimum the following services and facilities:

- a. *Land:* Leasehold shall contain adequate land area to accommodate all building structures and parking areas.
- b. *Building:* Construct or lease a hangar or building of at least 2,500 contiguous square feet which meets the City's approval.
- c. *Parking:* Lessee shall lease from the city a minimum of two parking spaces or more as appropriate for a proposed hangar unit. Other parking accommodations may be appropriate with the approval of the airport manager.
- d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.
- e. *Restrooms:* - Lessee shall provide at least one restroom per hangar development as approved by the Airport Manager.

8. SPECIALIZED COMMERCIAL ACTIVITIES

- a. *Parachute Jumping:* No commercial parachute jumping clubs or organizations desiring to engage in parachute jumping above or onto the Airport will be allowed without the special permission of the Airport Manager. In the event that permission is granted then the operator must as a minimum provide the following:
 - i. Obtain the written permission of the Airport Manager.
 - ii. Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.
 - 111. Provide the Airport with a general liability insurance policy that names the City as an additional insured party, in an amount to be determined by the City. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.
- b. *Flying Clubs:* An entity organized for the express purpose of providing its members with aircraft for their personal use only, must provide the following as a minimum:
 - i. Documentation of the clubs corporate status, a list of all members and a list of all Club-owned or Club-leased aircraft. The Club shall be an Entity organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment. The ownership of the aircraft must be vesting in the name of the Club. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft. Financial records shall be provided to the Airport Manager no less than annually or as requested.
 - ii. Provide the Airport Manager with proof of insurance coverage meeting the requirements outlined in Section VI.
- c. *Other Commercial Aeronautical Activities:*
 - i. Other commercial aeronautical activities not specifically addressed in this part shall be approved on a case-by-case basis by the City. Examples may include, but are not limited to, commercial banner towing, aircraft paint, aircraft restoration, avionics,

instrument or propeller repair facilities. Other commercial aeronautical activities may also include an amateur-built aircraft manufacturer or sport pilot/light-sport aircraft service provider.

- ii. Applications for activities not specifically addressed under these standards must contain all information requested in Section II of these standards. Minimum standards for other aeronautical activities will be created and adopted into these Standards as determined to be necessary by the City Council of the City.

SECTION VI - MINIMUM INSURANCE REQUIREMENTS

Dependent upon the type of activity or activities conducted, the Operator will be required throughout the term of its lease or agreement under standards to obtain insurance of the types and amounts set forth by the City. All insurance must meet the following requirements:

- A. Prior to commencement of operations, the Operator will be required to provide the Airport Manager with proper evidence of insurance covering its operations on the Airport as specified in this section.
- B. Such evidence of insurance must name the City as an additional insured.
- C. Evidence of insurance must also provide the City with at least 30 days notice of any policy change, cancellation or termination.
- D. The Operator must also provide a waiver of subrogation to the benefit of the City.

Section VII - LEASE TERMS and CONDITIONS

It shall be the policy of the City to negotiate such lease terms and conditions as may be appropriate to the type of business operation being proposed, scale and scope of proposed investment into the Airport, and appropriate term length not to exceed a base term length of 20 years, with a single five-year extension option, subject to the approval of the City.

Section VIII - NON COMMERCIAL ACTIVITIES

- A. Non-Commercial Hangar Operator (Operator) is an Entity that develops/constructs and owns one or more hangar structures used for Non-Commercial storage of aircraft.
- B. No Commercial Aeronautical Activity of any kind shall be permitted on or from the leased premises.
- C. Non-Commercial Hanger space is limited to aircraft storage *only* .*If an aircraft is stored in a hangar and there is excess space for additional property owned solely by the hangar owner, this additional property may be stored with the approval of the Airport Manager as long as it meets all storage and safety requirements in this document and in the Hurricane City Rules and Regulations document.*
- D. Operator shall not be permitted to sublease any land or Improvements on the leased premises for any purpose.
- E. The City, as the owner of the Airport, is permitted to store and maintain equipment and supplies at the Airport, including equipment and supplies related to airport maintenance and responding to emergencies.