

Cedar City

10 North Main Street • Cedar City, UT 84720
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www.cedarcity.org

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

CITY COUNCIL WORK MEETING
OCTOBER 15, 2014
5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider a Memorandum of Understanding with the BLM for Thunderbird Garden – Dave Jacobsen/Dan Rodgeron
 2. Public Hearing to consider an amendment to the City's Zoning Ordinance related to parking requirements for theaters, auditoriums, stadiums, sports arenas, gymnasiums – Paul Bittmenn
 - Staff
 3. Consider approval of a grant contract with Department of Heritage and Arts, Utah State Library Division for \$1,000 for Indigenous Month: Celebrating Cedar City's Heritage and Culture – Steve Decker
 4. Consider approval of updated Airport Rules and Regulations and Minimum Standards – Russ Volk
 5. Consider RFP's for the Interstate 15 billboards – Danny Stewart
 6. Consider Classification/Compensation Study agreement – Rick Holman
 7. Executive Session – Property Negotiations

Dated this 13th day of October, 2014.

Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 13th day of October, 2014.

A handwritten signature in cursive script that reads "Renon Savage". The signature is written in black ink and is positioned above a horizontal line.

Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Color Country District Office

Cedar City Field Office

176 East DL Sargent Drive

Cedar City, UT 84721

Telephone (435) 865-3000

www.blm.gov/ut/st/en/fo/cedar_city.html

In Reply Refer To:

8300

UTC01000

MEMORANDUM OF UNDERSTANDING

BETWEEN: Cedar City and Bureau of Land Management (BLM), Cedar City Field Office.

AUTHORITY: The basis for this Memorandum of Understanding (MOU) is found in support or stimulation of a public purpose authorized by the following Federal statute(s):

1. Federal Land Policy and Management Act of 1976, 43 USC Section 1737 (b) and (c).
2. Cedar Beaver Garfield Antimony Land Use Plan Signed October 1986.

PURPOSE: The purpose of this MOU is to provide a basic outline for the construction of the Thunderbird Gardens Trailhead (0.7 acres), Red Hill Trailhead (0.5 acres), connector trails to trailheads, facilities, fences, and maintenance of trailheads, trails and access in support of the Hurricane Cliffs trails system. It is necessary to construct these trailheads to secure access points for the trails network, and to increase the recreation opportunities on BLM and Cedar City property, for the people of the United States.

Statement of Agreement

Cedar City

Cedar City will benefit from this MOU through a possible increase in tourism, additional recreational opportunities for local and non-local visitors and improve the health of the community both physically and mentally. Trail systems are also an attractive selling point for individuals or businesses making a choice to relocate.

Cedar City will:

1. Meet on an Ad Hoc basis with representatives of the BLM to discuss and agree on guidelines for project development to meet the purposes of this MOU.
2. Identify and comply with all applicable local, state, and federal laws and regulations as they relate to this project.
3. Communicate with the BLM before any work will be done on the trailheads and trails.

4. Enforce city ordinance SECTION 27-2. "Discharging Firearms" within the Thunderbird Gardens area
5. Assist with monitoring of the trailheads for vandalism, shooting, dumping, and any other illegal activity.
6. Provide a dump truck to haul material to the trailheads and debris away from the trailheads during construction.
7. Monitor the Thunderbird Gardens area with law enforcement.
8. Maintenance of the access road into Thunderbird Gardens Trailhead from the end of the paved road to the trailhead. The road (paved or unpaved surface) would need to be maintained in a manner that would allow access for low-clearance vehicles.
9. Install and maintain the trailhead sign on Main Street provided by the BLM. Install No Shooting and No Dumping signs in the vicinity of Thunderbird Gardens area and water control dams above the golf course.
10. Nothing in this agreement shall bind future Cedar City Councils to funding projects in relationship to this agreement.

BLM CEDAR CITY FIELD OFFICE

The BLM proposes to improve the non-motorized single-track trail opportunity east of Cedar City on the Hurricane Cliffs. All trails would be constructed with native material to accommodate non-motorized travel and be approximately 18-24 inches wide. All trails would meet the International Mountain Bicycling Association (IMBA) guidelines for sustainable trails. These improvements would assist with controlling unauthorized trail building, and offer a trail experience with sustainable non-motorized single-track trails. These trails that are near Cedar City would coincide with the Cedar City master trail plan and link where possible with existing and future Cedar City trailheads. The trails would make a large network that would allow for non-motorized recreation opportunities from Fiddlers Canyon to Shurtz Canyon. The trail network would be diverse with a variety of trail styles and difficulty levels.

The BLM will:

1. Meet on an Ad Hoc basis with representatives of Cedar City to discuss and agree on guidelines (i.e. long-term trailheads, future improvements and trail access) for project development.
2. Communicate with the city before any modification/work will be completed on the trailheads and trails.
3. Assist with monitoring of the site for vandalism, shooting, dumping, and any other illegal activity.
4. Acquire permission before constructing trails on city property.

5. Coordinate with the International Mountain Biking Association (IMBA) on the development of the trail network with site design and survey.
6. Provide a sign identifying the location of the trailhead that will be installed on Main Street by the city.
7. Install trail entrances (bike cattle guards or walk-overs) to prevent motorized vehicle use on trails designated for non-motorized use.
8. Install trail signage on city property, at locations approved by City.
9. Provide engineering of trailheads and all needed construction equipment (except dump truck) for the installation of trailheads and trails.
10. Construct all trails including sections of trail located on city property which provide connectivity to trailheads and the trail network located on city and BLM land.
11. Maintain the trailhead and trail network including segments on city property.
12. Provide trash cans at the trailheads and remove trash from the trailheads.
13. Install interpretive kiosks.
14. Produce a map of trail network that will be placed on kiosks at trailheads.
15. Install and furnish materials for the post and rail fence/ boulders to delineate trailhead parking.
16. Purchase gravel/road-base type material for the trailheads and portions of the access road to Thunderbird Gardens.
17. Leave all current motorized routes open on BLM administered lands for future use of motorized travel to and from Thunderbird Gardens (routes currently open to motorized travel include an ATV trail to Ghost Flats and a route between Thunderbird Gardens and Hwy 14 and will be maintained in accordance with the BLM, Travel Management Plan.)
18. To the greatest extent legally possible BLM shall hold harmless and indemnify Cedar City, its elected and appointed officials, employees and assigns, from claims related to injury or damage to persons or property resulting from BLM's construction and/or

maintenance of trails, trail heads, access roads, or related facilities that are specifically or implicitly discussed or described in this memorandum of understanding either on BLM property or on Cedar City property. Cedar City shall indemnify and hold harmless BLM from claims related to injury to persons or property resulting from Cedar City's construction and/or maintenance of trails, trail heads, access roads, or related facilities that are specifically or implicitly discussed or described in this memorandum of understanding either on BLM or Cedar City property.

It is Mutually Agreed Upon and Understood as Follows:

1. This MOU may be revised, as necessary, by the issuance of a written amendment, consented to, signed, and dated by both parties.
2. Either party may terminate this MOU by providing 30 days written notice.
3. All improvements placed on Cedar City Property at the direction of either party shall thereupon become the property of Cedar City and shall remain in place for the use of the public into perpetuity and will be maintained by the BLM as part of the Hurricane Cliffs trail system.
4. The BLM reserves the right to conduct all reasonable and necessary inspections of the Trailheads to ensure that the project meets all applicable federal, state and local laws and regulations, and conforms to the terms of the Statement of Agreement.
5. Both parties will agree upon a final design of the trailheads and trails before construction on City property.
6. Both Parties will agree upon location of trails on city property and use type (i.e, mountain bikes only, non-motorized, equestrian or mixed use) before installation.

Future Improvements of Trailhead

Cedar City and the BLM will work together in the future to improve the trailhead as use increases and facilities are needed to accommodate users. Funding for labor and materials for improvements will be determined and agreed upon through a modification of this MOU on an as need basis.

1. Installation of drainage features such as culverts and rip rap to help maintain the access road especially the drainage crossing above the water retention basins.
2. Installation of shade structures
3. Installation of amenities (fire ring, grill, picnic table, benches, bike rack, etc.)
4. Installation of a Restroom

5. Installation of drinking water

6. Maintenance of restroom building (toilet paper, cleaning, graffiti removal, etc.)

APPROVALS:

Accepted for Cedar City by:

Date _____

Maile L. Wilson
Mayor

[Seal]
Attest:

Renon Savage
Recorder

Accepted for the BLM by:

Date _____

Elizabeth R. Burghard
Field Manager

CEDAR CITY COUNCIL
AGENDA ITEMS V - 2
DECISION PAPER

TO: Mayor and City Council
FROM: Paul Bittmenn
DATE: October 13, 2014
SUBJECT: Amendment to the Zoning Ordinance parking requirements.

DISCUSSION:

The City Planning Commission has recommended amending the City's parking ordinance related to the amount of off-street parking required for theaters, auditoriums, stadiums, sports arenas, and gymnasiums. The request originated from the owners of the movie theater located near the Providence Center. Current ordinance requires one (1) off-street parking space for every four (4) fixed seats or 35 square feet of seating area where there are no fixed seats. In addition there is currently a requirement for one (1) off-street parking space for every 600 square feet of floor area not used for seating. The request that has been recommended is to change the off-street parking requirement so that one (1) off-street parking space will be required for every five (5) fixed seats. The remaining provisions of the requirement would remain the same.

Attached are the planning commission minutes as well as a draft ordinance. Please receive any public comment and consider the proposed amendment.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CEDAR CITY ZONING ORDINANCE OFF STREET PARKING REQUIREMENTS FOR THEATERS, AUDITORIUMS, STADIUMS, SPORTS ARENAS, AND GYMNASIUMS.

WHEREAS, current Cedar City related to off street parking for theaters, auditoriums, stadiums, sports arenas, and gymnasiums requires: One (1) space for each four (4) fixed seats or one (1) space for every 35 square feet of seating area where there are not fixed seats; also one (1) space for each 600 square feet of floor area not used for seating. ; and

WHEREAS, a local business concern is considering an expansion of its local business and has petitioned the City to re-examine the above mentioned parking requirements and adopt a standard requiring, among other things, one (1) space for each five (5) fixed seats; and

WHEREAS, in accordance with the provisions of Cedar City ordinance 26-XII-1 prior to recommending amendments to the City's zoning ordinance the planning commission has to find that the proposed amendment is reasonably necessary, in the best interests of the public, and in harmony with the objectives and purposes of the City's zoning ordinance; and

WHEREAS, a proposed amendment to the City's ordinance was presented to the planning commission in an open and public meeting and pursuant to the City's ordinance the planning commission finds it is reasonably necessary, in the best interests of the public, and in harmony with the objectives and purposes of the City's zoning ordinance to send a positive recommendation to the City Council for the adoption of the proposed amendments; and

WHEREAS, the Cedar City Council, after publishing the appropriate notice, has conducted a public hearing related to the proposed amendment to the City's zoning ordinance, and after said public hearing the City Council finds that the proposed amendments are reasonably necessary, in the best interests of the public, and in harmony with the objectives and purposes of the City's zoning ordinance.

NOW THEREFORE be it ordained by the City Council of Cedar City, State of Utah that Cedar City's zoning ordinance (26-V-3(R)) is amended to remove the language below that is struck through and to include the language below that is underlined:

SECTION 26-V-3. Required Parking; Commercial Uses

(A) Automotive Repair/Service: Three (3) spaces for each service bay (service bays shall not be considered a parking space). Plus one (1) space for every 250 square feet of office and show room area.

(B) Automobile and machinery sales: One (1) space for each 750 square feet of floor area, or five (5) parking spaces, whichever is greater.

(C) Banks: One (1) space for each 300 square feet of floor area.

(D) Beauty Salons: One and one half (1.5) spaces for each operator chair plus one (1) for each employee.

(E) Bowling Alleys: Five (5) spaces for each lane. (Additional parking spaces for balance of building calculate according to use.)

(F) Cafes, cafeterias, restaurants, bars, night clubs and other similar places

dispersing food or refreshments: One (1) space for each four (4) fixed seats, plus one (1) for every 35 square feet of seating area where there are not fixed seats, plus one (1) parking space for each employee on the largest shift.

(G) Clinics: Five (5) parking spaces for each doctor or dental office.

(H) Dance halls and skating rinks: One (1) space for every four persons based on maximum allowable occupancy.

(I) Dance/karate studios: One (1) space for every 350 square feet of floor area.

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(J) Furniture sales and repair, major household appliance sales and repair: One (1) space for each 600 square feet of floor area.

(K) Hometel: One and one half (1.5) parking spaces for each bedroom.

(L) Hotels and motels: One (1) space for each living or sleeping unit, plus one (1) space for each 250 square feet of office area.

(M) Mortuaries and Funeral Homes: One (1) parking space for each 35 square feet of assembly area floor space.

(N) Professional, business, or administrative office (excluding medical and dental): One (1) space for each 250 square feet of floor area in office space.

(O) Open air commercial uses: One (1) space for each 2,000 square feet of lot area devoted to sales and display, or five (5) parking spaces, whichever is greater.

(P) Plumbing, heating and electrical shops: One (1) for each 500 square feet of floor area.

(Q) Retail establishments otherwise not enumerated in this section, such as drug stores, departments stores, repair shops, animal hospitals, business schools: One (1) space for each 600 square feet of building floor area, except area devoted exclusively to warehousing or storage, or three (3) parking spaces, whichever is greater.

(R) Theaters, auditoriums, stadiums, sports arenas, gymnasiums: One (1) space for each ~~four (4)~~ five (5) fixed seats or one (1) space for every 35 square feet of seating area where there are not fixed seats; also one (1) space for each 600 square feet of floor area not used for seating. (See Section 26-V-14)

(S) Telemarketing Office: One (1) parking space for each 150 square feet of gross floor area, or one (1) parking space for each work station, whichever is greater.

Remainder of page intentionally left blank.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that city staff is authorized to make alterations to the format of the above Chapter 26, may be required to facilitate the above amendments as long as the changes do not impact the substance of Chapter 26.

This ordinance, Cedar City Ordinance No. _____, shall become effective upon passage by the City Council, the signatures of the Mayor and Recorder, and publication as required by State law.

Dated this ____ day of _____, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

Kit also pointed out that the flood designation needs to be on the final plat so they will want to take care of the flood zone before the final plat stages.

Jill P. moved to approve the vicinity plan of the Mountain Shadows Phase 4 subdivision; seconded by Rich G. and the vote was unanimous.

**3- Ordinance Change Parking spaces for theaters Mega-Plex Theaters/Dee
(Recommendation) from 4 to 5 seats per stall Hansen**

Dee Hansen said he was with the DRH Company and was hired by the Miller Mega Plex to assist them in looking at existing theaters and re-develop them and add additional theaters to some. They need to make application to adjust our current zone ordinance text which requires one parking stall for every four seats in a theater to having one parking stall for every five seats in a theater.

He said they have looked at and understand the market and propose to put in three additional theaters at the Cinema 8 Complex. They looked at the site and there are some restraints. How they could add more parking stalls to the theater property. With the additional three theaters they would be adding 479 seats and would need more parking. They can re-stripe the areas they have and would still be short. They have entered into an agreement with the Gold's Gym to the south to use their parking as over flow and that is some 76 stalls. In doing even that they show that they still have 4.87 seats per stall. They have done all the analysis and would recommend that this ordinance be changed from the four seats per stall to the five seats per stall. They have done their homework; they have different counts on peak hours, they feel that this would be workable. He introduced Blake Andersen who is over the theaters here in the Cedar City area and has an overall perspective of the theaters here.

Blake Andersen said they were very excited to bring a true mega plex theater here to Cedar City. This issue came about by the request of the Cedar City residents. The folks here want this upgrade to a mega plex theater. In addition to more theaters and more seats, they would enhance the food court and make it a standard Miller family mega plex. He wanted to explain how the changes would work and not be a burden. When they complete this build out, they have 1600 seats. In reality they really don't ever need parking for that many seats. In the contract film studios, when you book a movie to come in they require you to run that for 2 weeks. An example would be to have that on three screens. There is never the opportunity to sell out every single seat. Also, in order to serve their guests properly, they would never want 1600 people in the building at the same time. During the turnaround of movies, there are usually 2 theaters empty at any given time. They have done guest counts and even for the large movies the parking at the most was only 30% full. He and Dee asked them here in Cedar City if there was ever a time when they saw the parking lot close to full. Only one time, at a movie opening and that was the midnight showing. They feel very confident that this would be the right move. To only require one parking stall for every five seats. They have several of their complexes that are five to one and some that are six to one and they work. They are very confident that this would work and not be a burden on the parking.

Mike M. asked if this would only be for this Cinema 8 Theater. Larry pointed out that when you change an ordinance, it applies to all. Any theater now or in the future could get away with only this much parking. Fred asked about the new Shakespeare Theater and the heritage center. Larry said, yes, it would apply to all of those, but the university and therefore the Shakespeare Theater are owned by the state and are not required to follow the City's ordinances.

Jill asked if they could just get a variance for just this one theater complex. Larry said that a variance needs to show a hardship and this would not.

Kent P. moved to give a positive recommendation to City Council for the change in ordinance requiring parking for theaters to go from 4 seats per parking stall to 5 seats per parking stall. Seconded by Mary P. and the vote was unanimous.

Dee asked about the process from here; he was told that Paul B. the City Attorney would write the ordinance, then get this on a City Council agenda. They would like to be kept informed of the schedule.

The meeting adjourned at 5:45 p.m.

Michal Adams, Administrative Assistant

**CEDAR CITY COUNCIL
AGENDA ITEM 3**

DECISION SHEET

TO: Mayor and City Council

FROM: Steven D. Decker, Library Director

DATE: October 15, 2014

SUBJECT: Consider approval to sign contract with the Utah State Library Division for funds to participate in Indigenous Month Mini Grant Project in the amount of \$1,000.

ISSUE: Grant application accepted

DISCUSSION:

The Library has applied for a grant to participate in the above mentioned project. The grant has been approved. Requesting permission to sign grant. Grant is written for Library Director's approval. \$250 local match is available from the Library's budget.

RECOMMENDATION:

Recommended.

**CEDAR CITY COUNCIL
AGENDA ITEM 4**

DECISION PAPER

TO: Mayor and City Council

FROM: Russ Volk

DATE: October 15, 2014

SUBJECT: Airport Rules and Regulations and Minimum Standards

RECOMMENDATION: Approval of updated Airport Rules and Regulations and Minimum Standards

DISCUSSION: FAA Advisory Circular 150/5109-7 provides basic information pertaining to Minimum Standards for Commercial Aeronautical Activities. The FAA recommends each airport develop minimum standards for specific operations at their airport.

The proposed update modifies Operating Protocols for helicopter flight school operations. In addition, other paragraphs were updated to reflect minimum requirements for the Fixed Base Operator due to the new wildfire tanker fleet.

The proposed updated standards were discussed at a public Airport Board Meeting conducted on Oct 9, 2014. The Airport Board has unanimously approved the proposed changes.

CEDAR CITY REGIONAL AIRPORT CEDAR CITY, UTAH



RULES AND REGULATIONS AND MINIMUM STANDARDS

Amended and Passed
by the City Council
10/XX/2014

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INTRODUCTION

Cedar City Regional Airport (CCRA) is a commercial service aviation facility serving the air transportation needs of the citizens of Cedar City and Iron County, Utah.

The Airport is used by pilots and passengers for personal business and recreational flying activities and also offers as charter and air taxi flights, air freight movement thru Federal Express, United Parcel Service, and film and bank check routing, emergency medical evacuation, crop dusting, and medical transport for patients, blood and transplant organs.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for the City of Cedar City and its citizens. It is representative of the City's desire and commitment to move forward and to progress.

The government of the City of Cedar City, representing the people of Cedar City, Utah supports the Airport and its activities and intends to do that which is necessary to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the air transportation needs of all who use it and rely on its services.

These Rules and Regulations and Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7 guidance.

CHAPTER I
GENERAL PROVISIONS

Section 1 **Purpose**

These Airport rules and regulations and minimum standards, hereafter referred to as "regulations and standards" are designed to establish the necessary regulations and standards for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Cedar City. These regulations and standards are intended to be reasonable, non-arbitrary and non-discriminatory. These regulations and standards apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

These standards do not pertain to scheduled Commercial Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military Operations.

Section 2 **Definitions**

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. *Aeronautical Activity*-Any activity conducted on Airport property that makes the operation of an aircraft possible or that contributes to or is required for the safe operation of aircraft. Examples include, but are not limited to: aircraft charter, flight training, aircraft rental and sightseeing, aerial photography, aerial application, aircraft sales, sale of aviation petroleum products, repair and maintenance of aircraft and sale of aircraft parts.
- B. *Aircraft* – A generic term used to identify all types of aviation equipment to include airplanes, helicopters, ultra lights, gliders, etc.
- C. *Airport Layout Plan*-The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Cedar City Regional Airport
- D. *Board*-Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.
- E. *Cedar City Regional Airport*-referred to as the "Airport", means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout Plan.

- F. *City of Cedar City* - referred to as the "City", means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.
- G. *Commercial Aeronautical Activity*-Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.
- H. *CTAF* is the Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area.
- I. *Entity*-A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.
- J. *Fixed Base Operator (FBO)*-A commercial tenant which provides for aircraft services as outlined in Chapter IV.
- K. *GPU* is a Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.
- L. *Manager*-means the Airport Manager of the Cedar City Regional Airport who is the designated person appointed by the City.
- M. *Minimum Standards*-Qualifications established by the Cedar City Regional Airport Board as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport and or for a land or facility lease.
- N. *Movement Area* – Includes all runways and taxiways.
- O. *Non-Aeronautical Activity*-Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- P. *Non-Commercial Aeronautical Activity*-Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished.
- Q. *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.

- R. *Non-Movement Area* – Includes taxiways, helipad and parking aprons.
- S. *Operator*-Means the entity responsible for the operations of a commercial aeronautical activity.
- T. *Rules and Regulations*-the rules and regulations as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.
- U. *Specialized Aviation Service Operator (SASO)*-A commercial aeronautical activity that provides one or more commercial services as outlined in Chapter IV.
- V. *UNICOM* refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.

CHAPTER II
RULES AND REGULATIONS

PART I: GENERAL

Introduction

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport, shall be conducted in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA and the DOA, as appropriate, which are made a part of these regulations and standards by this reference. In the event of any conflict between these regulations and standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail.

Section 1 Airport Manager

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 regulations and standards, those of the FAA and the laws of the State of Utah. The Airport Manager shall administer these rules, regulations, and standards in a reasonable, impartial and uniform manner so as not to allow discriminatory application thereof.

- a. The Airport Manager will control the Airport's primary UNICOM and CTAF frequencies in strict accordance with applicable FCC regulations.
- b. Complaints pertaining to any activity or service at the Airport, if not accommodated satisfactorily by the Airport Manager, may be registered by writing to the Chairman of the Cedar City Airport Board. The address of the Chairman of the Airport Board shall be available thru the offices of the Cedar City Corp or the Airport Manager.

Section 2 Public Use

The Airport shall be open for public use at all hours, subject to regulations or restrictions due to weather, the conditions of the Airport operational area, and special events and like causes, as may be determined by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all. User fees are established to support the maintenance and improvements of the airport.

Section 3 Common Use Areas

Common use areas include all runways for landing and take-off, taxiways, airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electrical communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All taxi-lanes shall be kept clear and available for aircraft traffic. All airplane aprons shall be considered common use areas available for use. All aircraft must be parked in marked/approved parking locations. No vehicles, trailers or equipment will be parked in any common use areas. Usage of the T-hangar taxi-lanes at 2246 and 2252 West Kitty Hawk Drive are for the tenants of the T-hangars. Usage of the taxi-lanes for the facilities located at 1215 and 1305 North Airport Road are for the tenants of these two facilities. Except in emergency situations, no FBO or other Operator or person shall use any common use area for nonstandard purposes without the prior consent or authorization of the City and/or Airport Manager. Common use designations may be changed from time to time by the Airport Manager.

Section 4 Ground Vehicular Traffic and Parking

Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, or official airport vehicles, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Vehicles shall not be parked and left unattended on the Airport aircraft movement/parking areas. The speed limit for vehicles operated in aircraft movement areas is 25 mph. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager.

Section 5 Pedestrians

For their own protection, all pedestrians and sightseers at the Airport shall remain behind the fenced operational areas unless arriving or departing in an aircraft.

Section 6 **Exterior Advertising and Signs**

No signs or other advertising shall be placed or constructed upon the Airport or within or upon any building or structure or improvements thereon without having first obtained approval from the Airport Manager and/or City Building Dept. No lighted signs are permitted on the airside of the airport.

Section 7 **Operators to Keep Rules and Regulations Available**

All commercial operators with valid leases to do aeronautical business on the Airport shall keep a current copy of these regulations and standards prominently posted in their place of business and available for viewing to all who enter. 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 rule, regulation, or minimum standard. . Airport Rules and Regulations and Minimum Standards are available electronically at www.cedarcity.org.

Section 8 **"Flagging" and/or "Hawking" is Prohibited**

"Flagging" and/or "Hawking" for the purposes of these regulations 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 if approved by the City).

Section 9 **Refuse**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or 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. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

Section 10 **Approval of Construction**

No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the City. In the event of any construction the City may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with its approval. The City shall consider conformance to the capital improvement plan for the Airport, the Airport Layout Plan and Airport Master Plan prior to the approval or denial of any construction or development at the Airport.

An FAA form 7460-1 must be filed with the Denver Airports District office by the requestor before approval of any construction can be granted.

Section 11 Waiver of Rules and Regulations and Minimum Standards Provisions

The City may, at its discretion, waive all or any portion of these rules and regulations and minimum standards for the benefit of any government, governmental agency, or public service entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Utah.

Section 12 Acts of God

Nothing contained in these regulations and standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the City.

However, should acts of God occur to the extent that the FBO/Operator is not able to conduct business as usual, all rents and fees due the City shall be temporarily suspended for a reasonable period of time to allow the FBO/Operator to reopen for business at its discretion.

PART II: AIRCRAFT OPERATION

Section 1 General

- a. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these rules and regulations, and all pertinent rules, regulations, orders and rulings of the FAA, and DOA and other appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of 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.
- b. The Cedar City Regional Airport is a non-towered airport. All pilots of aircrafts must have radio equipment permitting two-way communications to monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern.
- c. The official FAA traffic pattern chart is made a part of these rules and regulations and every person operating an aircraft is recommended to follow the FAA designated pattern.

- d. All aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport unless a safe operation on to the turf or other areas can be accomplished without interference with other aircraft. Taxiways are to be used exclusively for the movement of aircraft to and from runways unless a NOTAM has been issued indicating special circumstances or in emergency situations.
- e. In the event the Airport Manager believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within the managers' authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that those unsafe conditions may be corrected.
- f. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the Pilot in Command and/or FBOs. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxi-lanes, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the owner's expense if the aircraft is affecting airport operations and the owner is not responding in a timely manner.
- g. Landing on Runway 2/20 is restricted to aircraft with rubber wheel type landing gear configurations. Aircraft equipped with primarily pontoons, skids or skis are not permitted to land or touchdown on any runway surface.

Section 2 Parked Aircraft

- a. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons that are identified by the Airport Layout Plan. All aircraft parked outside on any airport apron must be fully operational and hold a valid Airworthiness Certificate.
- b. Pilots or owners shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Pilots also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by

any Operator lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down rope and grass surfaces.

- c. All maintenance to aircrafts or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxi-lanes, ramps, aprons, and fueling/service areas.

Section 3 Fire Regulations

The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.

- a. No aircraft shall be fueled or drained while its engine is running or while in a hangar or other enclosed place. Fueling shall be done in strict accordance with NFPA 407 requirements.
- b. The cleaning of motors or other part of aircraft shall not be carried on in any hangar, except with non-flammable substance. If flammable liquids shall be employed for this purpose, the operation shall be carried on in the open air.
- c. All hangar and shop floors shall be kept clean and free from oil, gas and other flammable substances. No volatile, flammable solvent shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any building on the airport in such a manner as to create any fire hazard.
- d. No person shall smoke or ignite any matches, flares, lighters or other object which produce an open flame anywhere within a hangar, shop, building or structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facility.
- e. All persons using the Airport area or the facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.
- f. Aircraft fueling from drums, small containers or similar items shall be done only in the outdoor designated fueling area and in accordance with NFPA 407 and 14 CFR Part 139.
- g. Fuel services shall be administered either by an authorized attendant using the proper safety equipment or by the aircraft owner (if properly trained per 14 CFR Part 139 and after receiving approval from the airport manager) in the designated area with proper safety precautions.

PART III VIOLATIONS

Section 1 General

Security violations or failure to pay required fees and unless provided for elsewhere within this document, in addition to any penalties otherwise provided by City ordinance, law or the Federal Aviation Regulations, and all other rules and regulations of the FAA, any person violating these regulations and standards may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager. The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within 14 days of any such removal or ejection, render to the person removed or ejected under this section, a letter to the last known mailing address delineating the specific violation of these regulations and standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within 10 days of their receipt of such letter from the City.

PART IV GOVERNMENT AGREEMENTS

Section 1 War or National Emergency

During time of war or national emergency, the City shall have the right to lease the Airport, and/or landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

Section 2 Leases Subordinate to Government Lease

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a conditioned precedent to the expenditure of Federal funds for the development of the Airport.

Section 3 Minority Business Enterprises

It is the policy of the City of Cedar City, Utah, to utilize Minority Business Enterprises and Women Business Enterprises in all aspects of contracting. This commitment can be demonstrated by the efforts taken in the development of a MBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

The City's goal for leasing operations at the Airport is:

MBE = 10%

WBE = 10%

PART V AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN

Section 1 FBO Approval Not Required

The City may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master and Layout Plans of the Airport and in its planning and policies in connection with the development of the Airport. However, it is the City's intent to inform FBO(s) and other businesses, tenants, and users of proposed improvements and/or changes to the Airport Master and Layout Plans at the Cedar City Regional Airport and to request and consider any and all comments. A copy of the Airport Master and Layout Plans can be obtained thru the Airport Manager or from the City Offices.

PART VI RESERVATION OF RIGHTS TO INDIVIDUAL USERS

Section 1 Explanation of Rights and Duties Imposed

Notwithstanding anything to the contrary contained herein the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners, tie-down and T-hangar renters.

- a. All individual users as defined herein shall meet and maintain all standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
- b. It shall be the duty of all individual users of the Airport to fully inform themselves of and to keep current on all Federal and State aviation regulations and standards and to completely and promptly comply herewith, and also regulations set forth by the City.
- c. Nothing contained herein shall restrict or limit the right of aircraft owners and/or pilots to perform preventive maintenance on their own aircraft which are allowed by the regulations. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal and State regulations, circulars, airworthiness directives, and requirements and such maintenance and repairs shall be conducted within the area designated for owner maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.

- d. All individual users shall comply with the Cedar City Regional Airport Rules and Regulations regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
- e. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity.
- f. Nothing herein shall be construed as restricting the full use and enjoyment of Cedar City Regional Airport by all individual aircraft owners, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.
- g. User fees are established by City Ordinance must be paid no later than the 15th of each month for all airport related activities occurring the previous month.

CHAPTER III

MINIMUM STANDARDS

Section 1 Special Events

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified 48 hours in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

Section 2 Glider Operations

Glider operations shall be conducted in accordance with traffic patterns and safety procedures shall be followed, as approved by the City and/or the Airport Manager, and reviewed by the FAA.

Section 3 Business Activities

Subject to applicable orders, certificates or permits of the FAA, or its successors, Grant Agreements with FAA and the laws of the State of Utah, or unless covered under pre-existing agreement with the City, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or profit-making activities who has not first complied with these regulations and standards and obtained the consent and required approval and/or licenses for such activities from the City and entered into such written leases and sub-leases and other agreements prescribed by the City. Notwithstanding any other provision of these regulations and standards and any FBO/Operator lease agreement now or hereafter approved by the City, the requirements of the latter shall prevail, unless otherwise provided by FAA regulations.

Section 4 Action on Application

The City may deny any application or reject any bid or proposal as the case may be, if, in its opinion, it finds any one or more of the following:

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules and regulations; or
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport; or

- c. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or
- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
- e. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or
- f. The development or use of the area requested by the applicant will result in depriving existing Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Operator's area; or
- g. Any party applying, or interested 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; or
- h. Any party applying, or interested in the business, has a record violating these regulations and standards, or the regulations and standards of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
- i. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
- j. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
- k. The applicant does not appear to have or have access to the operating funds necessary to conduct the proposed operation; or
- l. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City that the applicant would not be a desirable operator on the Airport; or

- m. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

Section 5 Supporting Documents

All applicants for Fixed Based Operators, as defined in Chapter IV Section 1 below, shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City. Applicants for Other Operators at the Airport, as defined in Chapter IV Section 2 below, will submit a subset of the following supporting documents as determined by the Airport Advisory Board depending on the type of operation. Applicants must grant the city the authority to conduct a Criminal History Records Check and a current Credit Report. A non-refundable initial application fee is required at time of application submission.

- a. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the intended business. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received. Upon review of the financial statement, the evaluation committee may require additional information such as bank statements, Profit/Loss statements, etc.
- b. A description of previous experience in Airport Service and a listing of key personnel to be assigned to the Cedar City Regional Airport with duties, responsibilities, and similar experience.
- c. A written authorization for the FAA, and all Aviation or Aeronautic Commissions, Administrators, or Departments of all States in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant of the operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- d. A written listing of the assets owned or being purchased which will be used in the business on the airport.
- e. A current credit report covering all areas in which the applicant has done business during the past five years. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect.

- f. Most recent two years of maintenance and flight records for all airplanes proposed to be used by the FBO.
- g. A copy of all licenses/certificates held by any individual or business entity proposed to be part of the FBO.
- h. The applicant must disclose any business entities they have participated in as an owner, agent, member, partner, incorporator, manager, managing partner, or in any other corporate capacity.
- i. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received.
- j. All FBO(s) with their initial application shall furnish to the Airport Board/City:
 - (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. Cedar City Corporation must be listed as Certificate Holder.
 - (2) A current address and telephone number.

Section 6 Airport Leases Non-Transferable

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these regulations and standards.

Section 7 Rates

Rates charged by any operator at its leasehold for hangar space, T-hangar rentals, tie-downs, products and services shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the City whenever subject to change.

CHAPTER IV

AIRPORT OPERATORS, LEASES AND CONCESSIONS

Section 1 Fixed Base Operator (FBO)

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City; has met the qualifications, standards and requirements of these regulations and standards; and has paid the required fees.

An FBO shall be a person/operator who carries on or conducts line services which shall include the supplying of fuel and other services. In order to qualify as an FBO at the Cedar City Regional Airport, the person/operator must provide;

(1) Jet and Aviation Fuel in accordance with NFPA 407 and ATA 103(as enforced by the airline quality control policies). Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO(s) fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any person operating fuel servicing equipment or any fuel handling equipment shall be qualified per 14 CFR Part 139 and that qualification shall be on file with the Airport Manager. Fuel attendants must participate in line service training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk or accommodating the scheduled airline flight schedule, whichever covers the greater span of time. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available 24 hours 7 days per week. FBOs may negotiate services for major holidays with the Airport Manager.

(2) Aircraft Charter/Rental Service that shall require the FBO to have a minimum of two serviceable and well maintained aircraft on the Cedar City Regional Airport at all times, one of which must have at least 4 seats and be IFR capable. The aircraft may be absent from the airport if they are rented, chartered, or in short term (less than 3 weeks) maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than 24- hour notice. All Charter services shall be conducted under 14 CFR Part 135. It is mandatory that all charter enplanements be recorded and reported to the appropriate federal authorities as directed by the Airport Manager. A copy of licenses/certificates must be furnished to Airport Manager.

(3) Ground and Flight Instruction will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by

the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for 40 hours per week at the Cedar City Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(4) The FBO shall provide aircraft maintenance by an aircraft mechanic with inspection authority. The mechanic shall be available on the airport for a minimum of 40 hours per week. The mechanic must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

(5) At a minimum, the FBO must provide, Ground Power Unit service, De-icing capability, aircraft tow and disabled aircraft removal capability, a current inventory of charts and navigation aids, commonly expected pilot supplies, catering services, and full service amenities to include a pilot lounge with flight planning area. The FBO shall at all times, maintain an adequate supply of the oils and fluids required to serve aeronautical users of the Airport.

(6) All fuel sold by the FBO on Cedar City Regional Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are 22,000 gallons of Jet A and 22,000 gallons of 100LL aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager. Minimum fuel delivery truck requirements are 8,000 gallons of Jet A and 3,000 gallons of 100LL aviation fuel. The FBO shall operate mobile fuel truck only on the areas in which it is requested to provide such service.

(7) Each FBO must provide self-serve fuel dispensing equipment with a minimum of 1000 gallons of 100 LL aviation fuel. Dispensing location must be approved by City Fire Marshall and Airport Manager. Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide 24 hour a day fuel dispensing capability.

(8) Each FBO must construct a building or lease a building of at least 2,000 contiguous square feet, providing properly lighted and heated floor space for office, public lounge, pilot briefing area, both male and female restrooms, kitchen and telephone. Location of building must be in accordance with the latest version of the Airport Layout Plan which is identified as being at the west end of Kitty Hawk Drive

near the previous airport passenger terminal facility. Parking space requirements for this facility must comply with City Ordinances.

(9) The FBO will be required to comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials*. The FBO will be required to comply with the Cedar City Regional Airport Spill Prevention, Control and Countermeasures (SPCC) Plan. The FBO will be required to comply with the Cedar City Regional Airport Stormwater Pollution Prevention Plan (SWPPP).

(10) Fuel Spill Liability Assurance: The FBO will be required to provide the Airport Board/City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBOs location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.

(11) The FBO shall provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.

(12) The FBO shall comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.

(13) 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 marshaling and towing, ground power service and lavatory service.

(14) The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than 12 hours per day, seven days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

(15) A minimum of two ground support vehicles equipped with roof mounted beacon and vehicle mounted CTAF radios must be provided. A minimum of two airline style baggage carts must be provided for the purpose of assisting visiting charter operators to the airport. Snow removal equipment must be provided for the purpose of clearing apron space to allow airplanes to safely operate in the area of the FBO location. A minimum of two courtesy vehicles must be available 24 hours per day for use by transient pilots and charter crew members.

(16) All FBO personnel must complete and satisfactorily pass a criminal background check. Any personnel who fail to satisfactorily pass a criminal background check will not be allowed access to the airport.

All of the above services shall be provided through resources within the FBO(s) organization. Should the FBO desire to subcontract for one or more of the above services, a legally binding contract must be provided to the Airport Advisory Board for pre-approval. The final approval must be given by the City, in writing, before the contract is considered valid.

All other minimum requirements referenced below in section 2 for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

The FBO shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

FBOs are automatically licensed to perform any of the functions defined in paragraph b. below.

Section 2 Specialized Aviation Services Operators (SASO) at the Airport:

All SASO (Operators) desiring to perform the mentioned services in paragraph (b) of this section at the Cedar City Regional Airport must have approval of the Airport Advisory Board and must obtain a valid business license and lease agreement from the City, and must conform to these Rules and Regulations and minimum standards. A non-refundable initial application fee is required at the time of application submission. A non-refundable annual fee is required to provide services on the airport. No Operator or individual shall be allowed to maintain/store aviation fuels at the Cedar City Regional Airport unless the Operator has a concessionaires license with the City as a full service FBO and complies with the requirements defined in Chapter IV, Section 1 or is a government contract helicopter or Single Engine Air Tanker with fuel on the airport that was not purchased from the FBO. Any commercial fueling of aircraft at the Cedar City Regional Airport shall be done by an authorized FBO.

- a. All Operators with their initial application shall furnish to the Airport Board/City:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.

- b. Types of Operator services include:
- (1) Aircraft sales
 - (2) Parts and accessories sales
 - (3) Charter operations which include, but are not limited to: passenger or "air taxi;" freight, or delivery; aerial survey; agricultural spraying, etc.
 - (4) Aircraft rental
 - (5) Flight instruction or ground schools
 - (6) Maintenance services which shall include services in one or more of the following:
 - (a) Airframe overhaul and repair
 - (b) Engine overhaul and repair
 - (c) Radio and electrical shop
 - (d) Instrument shop
 - (e) Aircraft interior work
 - (f) Refinishing and painting
 - (g) Interior cleaning
 - (7) Aircraft storage, inside and/or outside
 - (8) Specialized commercial activities
- c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Cedar City.
- d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these regulations and standards, the Operator shall meet the following minimum qualifications for each of the following respective services that they intend to provide:
- (1) Aircraft Sales - The Operator shall provide the office required by these rules and regulations and shall lease from the City at the Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.
 - (2) Parts and Accessories Sales - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business.
 - (3) Charter Operations - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.

- (4) Aircraft Rental - An Operator shall provide the office required by these rules and regulations and shall lease from the City an area on the Airport of sufficient size to accommodate all aircrafts that will be used at the Airport.
- (5) Full-Time Flight Instruction and Ground School - The Operator shall provide an office building of sufficient size to provide a suitable classroom with a minimum of 200 square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport two or more aircraft suitable for flight instruction which comply with the regulations and standards of the FAA.
- (6) Maintenance Services - An Operator shall provide a shop building which is separated by a fire wall from any hangar or building of sufficient size to accommodate the aircraft for which service is intended, together with all tools and equipment and the office required by the rules and regulations which building shall contain a minimum of 1,200 square feet of inside floor space. In addition, the Operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.
- (7) Aircraft Outside Storage - The Operator must hold a lease to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
- (8) Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating

the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.

- e. Each Operator shall, upon being authorized by the City as the construction of any required physical facilities permits, and subsequent to the execution of a proper lease, as soon as feasible, commence and conduct on a full-time basis all business activities and services.
- f. Except in cases of an Operator offering T-hangar or inside hangar aircraft storage only, each Operator shall provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day of that Operator which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted. Only one office shall be required of each Operator.
- g. Unless covered under pre-existing agreement with the City, each Operator approved shall enter into a lease agreement with the City which includes an agreement on the part of Operator to accept, be bound by, comply with and conduct business operations in accordance with these rules and regulations and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these regulations and standards and the relocation or termination thereof as herein provided.
- h. Unless otherwise provided by the City, operations of the Operator shall be conducted on one area of sufficient size to accommodate services for which the operator holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.
- i. For an Operator to qualify for approval, it must have available sufficient operating funds to conduct the proposed business.
- j. An Operator shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- k. All complaints against any Operator for violation of these regulations and standards shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.

- l. The Operator agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, or business visitors.

- m. To guarantee performance of paragraph (l.) above, the Operator shall secure, at the Operators' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Utah. Copies of all such policies of insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Operator's liability to the City.

- n. The Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Operator may make reasonably and non-discriminatory discounts, rebates.

- o. The City may, at its discretion, terminate any lease or other agreement authorizing the Operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the Operator's lease, for any cause or reason provided in these rules and regulations, or by law, and in addition thereto, upon the happening of any one or more of the following:
 - (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Operator as bankrupt.
 - (2) The making of the Operator of any general assignment for the benefit of creditors.
 - (3) The abandonment or discontinuance of any permitted operation at the Airport.
 - (4) The failure of the Operator to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations and standards and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Operator to be performed, kept, or preserved, within 30 days from the date written notice from the City has been mailed to delivered to the place of business of the Operator at the Airport.

- (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Operator.
 - (6) The Operator, or any partner, officer, director, employee or agent thereof commits any of the following:
 - (a) Repeatedly violates any of these rules and regulations; or
 - (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
 - (c) Operates the business of the Operator in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.
 - (7) The discovery that the Operator, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full disclosure of required information related to its application for an Operator lease agreement with the City.
- p. In the event of such termination, the Operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Operator fail to make such surrender, the City shall have the right at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator at the Airport by force or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Operator hereunder shall cease, and the Operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.
- q. In addition to all other rights and remedies provided in these regulations, the City shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce

these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.

- r. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the rules and regulations, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements and all aircraft, equipment, and all licenses and registrations.
- s. The Operator shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Operator, the City or the Airport Manager are made.

Section 3 Flying Clubs

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. The clubs shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, replacement, and improvement of its aircraft and equipment.
- b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
- c. The flying club, with its initial application, shall furnish the governing body a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; evidence of insurance in the form of a certificate of insurance in the following minimum

amounts: public liability \$100,000 per person; public liability \$2,000,000 per accident; property damage \$2,000,000 with hold harmless clause in favor of the City, its officers and employees (ten days prior notice of cancellation shall be filed with the City); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club, if applicable. The books and other records of the club shall be available for review at any reasonable time by the City or other representatives of the governing body.

- d. A flying club must abide by and comply with all Federal, State and local laws, ordinances, regulations and these rules and regulations.
- e. All flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- f. A flying club which repeatedly violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations.

Section 4 Independent Flight Instructors

Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the Federal Aviation Administration (FAA), must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. Individual flight instructors with their initial application shall furnish to the City:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
- b. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these rules and regulations.
- c. Independent flight instructions are prohibited from selling or leasing any material goods or services in direct competition with existing

Operator's on the airport other than those services directly related to the conduct of individual flight training.

- d. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

Section 5 Personal Aircraft Sales and Leases

Nothing contained herein shall prohibit any individual or business from selling and/or leasing personally or business owned aircraft at their discretion providing that all other applicable rules, regulations and minimum standards contained in this document are complied with.

Section 6 Specialized Commercial Activities

- a. **Parachute Jumping:** Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:
 - (1) Obtain the written permission of the Airport Manager.
 - (2) Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.
 - (3) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

- b. **Casual Aircraft Mechanics:** An individual desiring to engage in occasional commercial airframe or powerplant or specialized repair service, must provide as a minimum the following:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
 - (4) A non-refundable annual fee is required to provide services on the airport.

Section 7 Helicopter/Rotorcraft Flight School Operating Protocols

These protocols establish operating procedures for conducting all helicopter/rotorcraft flight school operations at the Cedar City Regional Airport. These established procedures help ensure the safety of all aviation users at the airport while still providing an atmosphere where Flight Schools may accomplish student training objectives.

1. Landing or touching down with skids is not permitted on Runway 2/20.

2. Any operation on or over the Main Passenger Terminal and Air Carrier Apron is not permitted. This is a TSA Restricted Area.
3. Taxiway A, north of Runway 8/26 is closed for all helicopter/rotorcraft flight school operations, this includes the area between Taxiway A and the airport perimeter boundary on Airport Road.
4. Helicopter flight school operations are not permitted above or near the Air Tanker Center located on the north end of Taxiway A due to frequent air and ground operations at the Tanker Center.
5. Run-on or Slide-on landings will only be accomplished on Runway 8/26, west of Runway 2/20 (wing permitting). Should the winds not permit use of Runway 8/26, the alternate location is Taxiway D, south of Taxiway D1. **At no times will Run-on or Slide-on landings be accomplished** on any other airport paved surface. Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.
6. Hover practice will be limited to the following locations (space permitting):
 - a. Hover practice pad on west side of Runway 2/20 at Taxiway D1
 - b. Runway 8/26 (west of Runway 2/20)
 - c. Helipad
7. All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS.
8. A maximum of four helicopter/rotorcraft aircraft will be permitted for pattern training at any given time. Safety requirements may require fewer than four to operate in pattern.
9. All helicopter/rotorcraft aircraft will utilize traffic patterns established by Airport Management. Fixed wing patterns are on the west side of the airport (right downwind Runway 2/20). Helicopter patterns are on the east side of the airport (left downwind Runway 2/20). Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.
10. During airport snow removal operations, airport runways and taxiways may not be available for use.
11. All flight operations must avoid the Glide Slope Critical Area and Automated Weather Observation Site, both on the west side of Runway 2/20.

12. When fixed wing aircraft are present in the Cedar City Regional Airport airspace, all helicopter traffic will vacate the established primary runway 2/20 and discontinue use of this runway.
13. All helicopter parking must be in locations approved by airport management and clear of all Taxiway Object Free Areas (TOFA).
14. All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.
15. At no time is equipment allowed to be parked on an airport common use area which includes all runways, taxiways and parking aprons.

Noise Abatement Protocols

All efforts should be made to avoid community/county residential areas for all helicopter operations.

To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
2. Avoid blade slap. Blade slap generally occurs at airspeeds below 100 KIAS. It can usually be avoided by maintaining 100 KIAS until rate of descent is over 1000 FPM, then using a fairly steep approach until airspeed is below 65 KIAS. With the right door vent open, the pilot can easily determine those flight conditions which produce blade slap and develop piloting techniques to eliminate or reduce it.
3. When departing from or approaching a landing site, avoid prolonged flight over noise-sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.
4. Repetitive noise is far more irritating than a single occurrence. If you must fly over the same area more than once, vary your flight path to not overfly the same buildings each time.
5. When overflying populated areas, look ahead and select the least noise-sensitive route.

NOTE

The above noise abatement procedures do not apply where they would conflict with Air Traffic Control clearances or instructions or when, in the pilot's judgment, they would result in an unsafe flight path.

CHAPTER V

AIRPORT LEASE POLICY

Section 1 **Lease Term**

The maximum term for City owned facilities shall be 5yrs. with additional 5yr. extension options when agreed to by all parties. The initial term for raw land shall be 20 yrs. with 5 yr. options subject to re-negotiation. On raw land leases, Tenant shall be given 1 year to obtain building permits or lease will become void.

All airport tenants must provide the Airport Staff 24 hour a day / 7 day a week access to any facility built on the airport by providing a door key or door combination. The access is to allow for Base Airplane Inventories, FAA requested searches for missing airplanes, and facility inspections.

Section 2 **Lease Rate**

Rate will be determined based on the following factors:

- Prevailing consumer price index (CPI)
- Per square foot area
- Rates for like facilities or land in the local area
- Apron/taxiway access
- City Council approved rates/fee structure

Lease Rates are approved by the City Council and are adjusted per terms of the lease agreement.

Section 3 **Utilities**

1. Use of City supplied utilities in common areas will be reflected in the lease rates.
2. Unique utilities required in common areas will be the responsibility of tenant.
3. Hook up and cost of utilities to buildings constructed on leased city land shall be the responsibility of the tenant.
4. Unless otherwise provided in the lease agreement with the City, the Operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxi-ways, fences and all other facilities and improvements requested or approved by the City as part of the lease for the Operator to carry on the activities or services authorized by the City.
5. The Operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services

supplied to the operation at the Airport; and all wages or salaries and all rentals, fees and payments to the City.

Section 4 Facility Maintenance

1. Tenant will be responsible for proper upkeep of the facility. Uncommon wear or breakage will be the responsibility of the tenant.
2. Normal wear or failure of such items as plumbing, fixtures, carpets, integrity of the roof, paint etc. which were part of the original lease agreement shall be the responsibility of the lessor.
3. Tenant may opt to make necessary repairs of lessor's maintenance responsibilities for lease payment credit with lessor's approval. In such cases a detailed breakdown of cost by category (labor/materials) shall be submitted to the lessor for approval prior to repair start. The lessor may accomplish such maintenance/repair if that option will result in a financial benefit to the lessor.

Section 5 Construction/Modifications to a City Owned Facility

1. Plans and specifications and an FAA 7460-1 Form for any construction required or approved by the Operator shall be submitted to the City for review and approval within 60 days from successful negotiations of a lease agreement, and construction thereon shall commence within 60 days from the City's Approval of the plans and specifications. The deadlines provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable building codes and other ordinances and the proper permits including fees, shall be secured and paid for by the Operator.
2. If the proposed modifications to the facility under lease are deemed to be in the best interest of the lessor, the cost of such modifications will be shared by the tenant and lessor at a ratio negotiated for each specific project.
3. In the event proposed modifications are not deemed to be in the interest of the lessor, the modifications can be made with approval of the lessor, however, the cost of such modifications shall be the responsibility of the tenant.
4. Any modifications made to the facility by either No. 1 or 2 above shall not be removed at lease end without approval of the lessor.
5. Modifications to the facility required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the lessor, given that the use requiring such modifications is agreed to and is part of the original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.

CHAPTER VI

DEVELOPMENT STANDARDS

Section 1 Purpose:

Development standards promote consistent architectural design, site planning and visual appearance of hangars constructed at the airport. Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development.

Section 2 Development Standards:

Development standards are implemented for use in the design of hangars and other structures built at the Cedar City Regional Airport. They do not replace local building and fire codes that are implemented by local city, county, state, and federal entities. They do, however, supersede city ordinances when the hangar property is completely within the airport property boundary and the site does not border a city street. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications. All improvements to a site accomplished to comply with any City ordinance, this document, or any other Code shall be the responsibility of the Tenant.

Section 2.1 Site Plan Review / Permits:

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
 1. Lease agreement terms and conditions
 2. Lot location for the proposed hangar
 3. Development standards
 4. Construction document requirements
 5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Raw Land Lease" to the airport manager at least 7 days prior to the Airport Board meeting where action is required.

- c. **FAA Review:** The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the FAA for approval. The airport manager will offer assistance to the tenant if requested. Form 7460-1 permits can take **90 days** or more to process and approve. No building permit will be issued until FAA approval of 7460-1.
- d. **Permits:** The tenant is responsible for obtaining all applicable building permits. All permits shall be obtained before the start of construction. The Airport Board must approve all construction plans prior to issuance of any building permit. Reviews will be accomplished using guidelines in Chapter VI, Section 2.2 through 2.5.
- e. **Survey Fee:** A survey fee is due at time of application for a raw land lease. This fee will allow the city Engineering Department to survey desired location and write a legal description for lease documents. The \$fee is credited toward the lease, provided the applicant finalizes the lease process and constructs the facility. The fee becomes non-refundable if the applicant fails to complete the lease and construction process.

Section 2.2 Setbacks:

Setbacks from object free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles. All setbacks shall conform to both local city zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes. The following hangar development setbacks apply:

- a. Hangars erected at the Cedar City Regional Airport shall have a non-airside side yard setback of no less than 7.5' from an adjoining lease line.
- b. Hangars will be located outside the established taxiway/taxilane object free area.
- c. Hangars shall have a minimum setback of 20' from any public street, airport road or city right of way.
- d. Hangars facing a major access taxiway shall have a setback of no less than that of the longest dimension of the largest aircraft that can be stored in the hangar from the object free area.
- e. The rear setback shall be determined by the specific site location and constraints in the area. Hangars in the development area south of the BLM shall have a rear setback to the center of the utility easement.

Section 2.3 Height Restrictions

The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under Federal Aviation Regulation (FAR) Part 77, as depicted on the FAA-approved Airport Airspace Drawing.

All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

Section 2.4 Hangar Size

All hangars shall meet the minimum square footage established for the airport. The minimum hangar size established in these standards may be reduced, or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement.

- a. Hangars constructed at Cedar City Regional Airport shall be a minimum of 3600 square feet.
- b. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.

Section 2.5 Architecture

Hangars erected at the Cedar City Regional Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the airport manager and the Airport Advisory Board to determine compatibility with the Airport Master Plan and Airport Layout Plan. The proposed hangar will also be reviewed by the project review committee in accordance with their development checklist.

- a. Construction Materials: Pre-fabricated, pre-engineered or erected hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- b. Structural Requirements: All hangars shall be engineered to meet the following standards; Seismic Zone D- Importance Factor 1, Wind loading to 90 MPH, Exposure C, and a Snow load of 30 PSF plus drift.
- c. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area as determined and approved by the Airport Board. The tenant shall submit a sample of the colors selected as part of the "Application for Raw Land Lease" for approval.
- d. Framing: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the Airport Advisory Board.
- e) Exterior: All exterior surfaces shall be of new material, pre-finished

aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed.

i. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.

ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

Section 3 Paved Access

The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, taxilane or taxiway edge. The pavement strength and materials shall be designed to current airport engineering and FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

Section 4 Storm Water Systems

Storm water systems shall be designed to current city engineering standards. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system.

Section 5 Signs

Signs are permitted in accordance with Cedar City signage standards. All signs must be approved by the building inspector and Airport Manager. No lighted signs are permitted on airside of airport.

Section 6 Lighting

Within the non-airside property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and the airfield. If hangar apron lighting is necessary, lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield.

Section 7 Landscape

All landscaped areas shall conform to the existing landscape ordinances. Plant materials that attract birds and other wildlife are not permitted. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed by

the airport manager and the city building inspector to insure that all landscaping will conform to existing landscape ordinances and FAA height restrictions.

Section 8 Sidewalks

If the proposed hangar borders landside airport property, or a public street, where city standards require a sidewalk, the tenant is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property or the public street unless a sidewalk is already existing.

Section 9 Parking

Parking shall be designed in accordance with local city parking ordinances and ADA standards. Pavement, curb and gutter shall be designed to meet current Cedar City engineering standards and local city codes. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries. Owners and visitors of/to the hangar lots that are completely within airport property boundaries will park their vehicles within their lot and/or hangar at all times. For hangars constructed on either the 1400 or 1500 North Taxlianes, the parking of vehicles or equipment between the front of the hangar and the taxilane is not permitted.

Section 10 Outdoor Storage

Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar or as approved by the project review team.

Section 11 Utilities

The tenant shall negotiate for utility service with each individual utility company.

Section 12 Temporary Buildings

Temporary buildings such as trailers are subject to approval by the building inspector and must be in compliance with city ordinance. Temporary buildings must be constructed of materials that have an exterior color that compliments the surrounding area.

Section 13 Snow Removal

The airport staff will plow snow in front of the hangar area within ten feet of hangar doors when the hangar is adjacent to a common use apron. The City will not be responsible for any possible damage to hangars or aprons including cracks or chipped concrete resulting from the snow removal. All snow removal operations are subject to the priorities established in the Airport Snow Removal Plan. Hangar aprons are the lowest priority. Hangars that are adjacent to a taxilane will be plowed to the edge of the taxilane. All other snow removal shall be the responsibility of the tenant.

Section 14 Refuse

No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

Section 15 Fencing

Security/Wildlife fencing shall be required on all properties that are located on the airport boundary. Fence construction shall meet FAA and City specifications. Properties that are totally within the airport boundary will not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the airport manager.

Section 16 Office and Apartments in Hangars

Hangar Owners are allowed to install offices, kitchens and restrooms in their hangar, which may be used only for aviation purposes. The hangar may not be used for overnight stays or for any residential or non-aviation related activity.

Section 17 Construction Standard

All construction must be accomplished in a timely manner. A representative of the airport reserves the right to inspect and reject any phase of the construction. A detailed drawing of the proposed hangar must be submitted to the Airport Board for approval before building permit can be issued.

Section 18 Clean up and Reclamation

The tenant shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. A clean up and reclamation deposit is required. These funds must be placed on deposit with the City before any construction begins. If all cleanup and reclamation is completed by the tenant to the satisfaction of the airport staff, the entire deposit will be returned. If this work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the tenant's deposit as payment. The remaining deposit (if any) shall be returned to the tenant. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the tenant agrees to pay any additional charges.

**CEDAR CITY COUNCIL
AGENDA ITEM 5**

INFORMATION SHEET

TO: Mayor and City Council
FROM: Danny Stewart
DATE: October 13, 2014
SUBJECT: North & South Interstate Billboard Improvements

DISCUSSION: For the past few years, the city's billboards on Interstate 15 have required costly lighting repairs which have been taken care of by the office of economic development. According to the electricians and sign companies that worked on these signs, these repairs would be an ongoing expense, and they would be costly. When Brennan was the Economic Development it was determined that the billboards should be redesigned in a way that they could be maintained and updated more efficiently.

With input from the sign companies and from Kit Wareham, Brennan proposed that the billboards be redesigned, removing the current lettering, lighting, and banner boxes and installing a new, changeable large banner and new lights. The RFP was published on September 16, and we had three companies respond.

Rick, Kit, and myself, will review these three proposals and have a recommendation for the council.

**CEDAR CITY COUNCIL
AGENDA ITEM 6**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Rick Holman

DATE: October 13, 2014

SUBJECT: Classification/Compensation Study Agreement

DISCUSSION: Attached is a copy of the proposed agreement with Personnel Systems & Services, Inc. who will be providing the compensation study services. You will also notice the Cost of Services sheet.

We are asking that the Council authorize the Mayor to sign the Agreement.



PROJECT AGREEMENT

Cedar City, Utah

&

Personnel Systems & Services, Inc.



CONTRACTING PARTIES: This agreement is between Cedar City, hereinafter referred to as THE CLIENT, and Mike Swallow of Personnel Systems & Services, Inc., hereinafter referred to as Consultant.

PURPOSE: To respond to the Client's request for personnel technical assistance in the development of various components of the city's personnel management system which shall include: (1) facilitate the administration of the "Job Values Survey" to capture workforce "worth of work" preferences; (2) the development of a position classification and internal equity (pay grade or no-pay-grade) system based upon company employee value preferences, (3) labor market wage survey and analysis of prevailing compensation practices to determine the client's competitive position among selected employers; (4) the creation of a pay plan which reflects the client's pay progression philosophy and the current prevailing pay practices for base compensation; (5) the delivery of a least-cost implementation strategy and (6) a model compensation admiration policy.

AGREEMENT PROVISIONS:

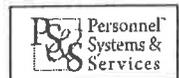
- A. THE CLIENT agrees:
 1. To compensate the Consultant in the amount of \$ 9,900; which includes all the agreed upon components of the project as described in the consultant proposal,
 - a. Program A-D
 2. To be invoiced based upon the following schedule.
 - a. 30% Up front as a project binder
 - b. 30% upon delivery of job evaluation instrument & initial pay grade or market range recommendations;
 - c. Final 40% upon delivery of final product and pay recommendations.
- B. Consultant agrees to:
 3. Provide all above selected services as outlined and deliver completed project phases in a timely manner with all work to be done in cooperation with THE CLIENT and the client's assigned project coordinator.
 4. Refund to the CLIENT, in the same proportion as it was paid to the consultant, expenditures under this agreement when determined by independent audit to be ineligible for payment.

C. **STIPULATIONS:**
Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed and attached to the original signed copy of this agreement. No claim for services furnished by the consultant not specifically provided by this agreement will be allowed by THE CLIENT, nor shall the consultant do any work or furnish any material unless such work or material is approved by THE CLIENT, and is consistent with this agreement and project expectations, or is the result of an amendment to this agreement.

IN WITNESS WHEREOF, the parties hereto do hereby sign this agreement.

Cedar City Representative: _____ Date: _____

PS&S Consultant: _____ Date: _____



COST OF SERVICES

(Based upon approximately 140 FTE's, approx. 100 job classifications)

Program A-Job Descriptions

1. Employee Project Orientation	\$250.00
2. Questionnaire Administration & Review, 120 @ \$5 each	\$3,600.00
with preliminary Organizational Analysis & Class Determinations	
3. On-site Job Audits 100% @ 100 group job audits @ \$85 ea.	\$8,500.00
4. Writing & Rewriting of job descriptions Approximately 100 @ \$50.00 ea	\$5,000.00

Total: Program A	\$250.00
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Program B-Job Evaluation & Classification

1. Values Survey Data Entry & Tabulation 120 @ \$5.00 ea.	\$600.00
2. Customization of Point Factor Instrument	\$1,750.00
3. Job Analysis & Classification 100 job classes (Pay Grade Determination) @ \$25 ea.	\$2,500.00

Total: Program B	\$4,850.00
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Program C-Labor Market Wage/Salary Analysis

1. Labor Market Salary Survey and Analysis	\$4,550.00
2. Employer Paid Benefit Survey and Analysis	\$1,250.00
3. Pay Plan Integration & Recommendations	\$1,950.00

Sub Total

\$6,500.00

TechNet Subscriber Discount @ 40%

(\$2,600.00)

Total: Program C	\$3,900.00
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Program D- Policy & Procedure Development & Recommendations

1. Model Compensation Policy

Total: Program D	\$0.00
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Total Cost: Program A-D:	\$9,000.00
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All overhead Expenses, i.e., travel, lodging, meals, materials, etc. @ 10%	\$900.00
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Total	\$9,900.00
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Payment Schedule: Up front project binder- 30%. Upon delivery of job evaluation instrument & initial pay grade or market range recommendations - 30%. Upon delivery of Wage Analysis and final project materials with least cost implementation impact- 40%.

Optional Program E- Employee Performance Evaluation Program (PEP)

1. PEP Software	\$999.00
2. Scoring Count 140 @ \$3.50 ea.	\$490.00
3. Job Library (For Setting of Values & Standards)	\$500.00
4. Program Administrator/Super-user training	\$1,200.00
5. Concurrent Users 5 @ \$50 each	\$250.00
6. Advantage Client Server (5 user)	\$650.00

Total: Program E	\$4,089.00
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