

ROOSEVELT CITY AIRPORT BOARD
NOTICE AND AGENDA

May 6, 2021

Notice is hereby given that the Roosevelt City Airport Board will hold its regular meeting on Thursday, May 6, 2021, at the Roosevelt City Offices, located at 255 S. State Street, which meeting shall begin promptly at 5:30 p.m. The meeting can also be accessed online via Zoom using the following information:

Join Zoom Meeting

<https://jubengineers.zoom.us/j/5825826666>

Meeting ID: 582 582 6666

The agenda will be as follows:

- | | <u>Page</u> |
|---|-------------|
| 1. Call to Order | |
| 2. Roll Call | |
| 3. Minutes..... | 1-2 |
| 4. Business | |
| a. City Hangar Roof..... | 3-6 |
| b. FBO RFP Initial Parameters Review..... | 7-8 |
| c. Draft Airport Minimum Standards..... | 9-53 |
| d. Draft Airport Rules and Regulations..... | 54-67 |
| e. Updated on UST DEQ Letter | |
| f. Update on Open FAA Grants | |
| i. AIP 14 and 15 – Rwy and Twy Project – Waiting on FAA to review Final Construction Report and AGIS Final Report, then provide authorization to start “Closeout Process,” which includes request final 2.5% of each of those Grants. | |
| ii. AIP 16 – CARES Act - \$30k has been paid to City, FAA has authorized Closeout. Nothing left to do. | |
| iii. AIP 18 – CRRSA - \$13k. Grant Offer has been executed. Can be used for similar items as CARES Act (Operations, Maintenance, etc.) Can also put remainder of Hangar Door Invoice on this Grant. | |
| 5. Other Business | |
| 6. Adjourn | |

ROOSEVELT CITY AIRPORT BOARD
MINUTES OF A REGULAR MEETING

April 1, 2021

The meeting was called to order at 5:33 p.m. by Chairman Colton Roberts.

A roll call was taken which showed board members Colton Roberts, Hunter Webb, Clyde Stansfield, and Chris Oakes were present.

Others present included Public Information Officer LeeNichole Marett and City Manager Scott Finlayson. Kimberly Silvester, Jesse Lyman, and Christy Yaffa attended the meeting electronically.

Minutes

A motion was made by Colton Roberts to approve the minutes of the meeting of March 4, 2021 as presented. Motion was seconded by Clyde Stansfield. Those voting Aye were Colton Roberts, Hunter Webb, Clyde Stansfield, and Chris Oakes. Motion was carried unanimously.

FAA Presentation

Jesse Lyman and Christy Yaffa presented Airport Improvement Program 101 which covered the way the FAA is set up and Roosevelt Airport's role as a local airport. That role affects AIP project ranking/priority in terms of the FAA. AIP Handbook, *Order 5100.38*, is the best tool for understanding what projects are eligible for AIP funding. Roosevelt has received \$11,969,853 million in AIP grant funding since 1985. The City can expect \$150,000.00 per year and can transfer those allocations to save them up for four years.

Airport Capital Improvement Plan

Kimberly Silvester reviewed the current Airport Capital Improvement Plan for the Roosevelt Municipal Airport. An updated Airport Master Plan is a major priority. In order to free up funding for the master plan, a planned fencing project will be postponed. It is anticipated that the master plan will take approximately two years to complete.

After review and discussion, a motion was made by Colton Roberts to approve the Airport Capital Improvement Plan. Motion was seconded by Hunter Webb. Those voting Aye were Colton Roberts, Hunter Webb, Clyde Stansfield, and Chris Oakes. Motion was carried unanimously.

Airport Master Plan RFQ

Roosevelt City has drafted a Request for Qualifications for Airport Master Planning Services. It is a standard document built from an FAA template. Kimberly Silvester and Chuck Larsen will review the RFQ in the coming days and let the City know of any changes that may be necessary.

After review and discussion, a motion was made by Colton Roberts to approve the Airport Master Plan RFQ. Motion was seconded by Chris Oakes. Those voting Aye were Colton Roberts, Hunter Webb, Clyde Stansfield, and Chris Oakes. Motion was carried unanimously.

Airport Signs for Sale

Colton Roberts inquired about signs that were removed from the old airport runway. Members of the public have asked if they could buy them for decorative purposes, not for airport usage. Kimberly Silvester said that while the City won't need them, they were bought with federal money and removed with federal money, so it will need to be researched before any action can be taken. Any proceeds need to stay on the airport.

Old Hangar Door Discussion

Scott Finlayson reported that the old hangar door will be pieced out and repurposed for patchwork and other maintenance activities around the airport. Colton Roberts is interested in purchasing the frame if it becomes available.

Fly-In, Airshow, Drag Race

Colton Roberts reported that there hasn't been a fly-in at the airport in almost a decade but stated that they are great for bringing people in and bringing people together. The Roosevelt Municipal Airport used to host fly-ins as often as once a month. Kimberly Silvester strongly recommends that we don't have drag races at the airport. Doing so would require FAA involvement and approval.

Other Business

Hunter Webb asked about the fuel truck discussion from the last meeting. Chris Oakes found several options for the City to consider. Colton Roberts researched the national fire code regarding fuel trucks. The City is looking into an FBO at the airport. Scott Finlayson has reached out to Utah State University to see if they would be interested in doing flight courses out of Roosevelt's airport. Kimberly Silvester recommended looking into Redtail in Price for FBO services. They are already working with USU flight courses in Price, so it would be easy to do that here.

Adjourn

A motion to adjourn was made by Colton Roberts. Motion was seconded by Chris Oakes. Those voting Aye were Colton Roberts, Hunter Webb, Clyde Stansfield, and Chris Oakes. Motion was carried unanimously

The meeting was adjourned at 6:50 p.m.

Bulldog Insulation

1879 W 1760 S
P.O. Box 386
Roosevelt, UT 84066

Bid

Date	Quote #
2/8/2021	13829

Name / Address
Roosevelt City

Job Location	Other

Description	Qty	Total
City Airport Hanger Add R-19 vinyl back Insulation under existing roof and insulation 35000.00 Prep underside and spray 2" 2 pound spray foam under existing roof 38.0000.00 All work on top of existing roof .Add channels ,and new R-38 Insulation .With new 26 Guage metal ,with color of choice. over existing roof 150,000.00		
Thank you.		Total \$0.00

BADLANDS CONSTRUCTION, INC.

Estimate

6714 Cassidy Lane
West jordan, UT 84084

Phone # (801)440-6325

Fax # (801)878-4035

5/4/2021	3698

Roosevelt City
255 S State Street
Roosevelt, Ut 84066

Description	Qty	Cost	Total
MATERIALS, EQUIPMENT, AND LABOR AS NEEDED FOR ROOF REPLACEMENT ON AIRCRAFT HANGER AS FOLLOWS: BUILDING SIZE 80'X80' SHOP AREA WITH ATTACHED OFFICE AREA . REMOVE AND DISPOSE OF ALL METAL ROOFING, INSULATION, AND TRIM. REPLACE SHOP AREA WITH 26 GA. PBR METAL ROOFING REPLACE OFFICE AREA WITH 26 GA STANDING SEAM ROOFING NEW VINYL REINFORCED R-19 BLANKET INSULATION THROUGHOUT NEW TRIM , GUTTERS, AND FLASHING AS NEEDED		136,686.00	136,686.00
			\$136,686.00

Barton Insulation

P.O. Box 1325
Vernal, UT 84078
435-790-7205

Estimate

Date	Estimate #
4/14/2021	3614

Client
JR BIRD

P.O.
Roosevelt airport

Description	Qty	Total
PBR commercial rib panels, Commercial grade . Hanger section, 26 gauge, and flashing 24 ga. 16" formed panels per foot standing seams, Office area decorative metal Install white wmpvr vinyl R-19 batts on hanger and office area ceiling		0.00 68,500.00 0.00
E-mail: scottdbarton@yahoo.com		Tax Id # 261846833
Total		\$68,500.00

Please have house cleaned and swept out. There will be a \$200.00 charge if we perform this service.

Terms and disclosure statement: Accounts are due and payable 30 days after receiving the invoice. A finance charge of 18% per annum will be charged on all past due accounts. In the event this account is turned over to collections you agree to pay all collection fees, court costs, and attorney fees.

Signature _____

Subject: FW: [EXT] these are bids for airport hanger Roof
Date: Tuesday, May 4, 2021 at 6:12:53 AM Mountain Daylight Time
From: Kirby Wolfinger
To: Webmaster
Attachments: C7EA155450594CE6B66AEAAA9DD39BC2.png

Kirby Wolfinger
Roosevelt City
Public Works Director
kwolfinjer@rooseveltcity.com



ROOSEVELT *Utah*

From: [LaVoy Jessop](#)
Sent: Wednesday, April 21, 2021 8:45 AM
To: [Kirby Wolfinger](#)
Subject: [EXT]

Tin and screws includes gutter on two sides and rake trim \$23500
Insulation \$12000
Labor off and cleanup 25500
Labor on \$51600
The tin price goes up after 31 of April, 10%.

Total. \$112600

LaVoy Jessop 

FBO SERVICES RFP - Draft

ROOSEVELT MUNICIPAL AIRPORT

Identify Operations Expectations

1. Fueling
 - a. Use of City owned Tank and facilities available to FBO? Need to disclose UST issues. Or should they provide their own? Use the city facilities. FBO operates and maintains. Repairs under \$xx by FBO, larger by City.
 - b. Do you want a set fuel flowage fee or let them propose one? Typically \$0.08 to \$0.15 per gallon. Board determine.
2. Aircraft Ramp Services
3. Landing Fees?
4. Unicom Radio Operation
5. Tie-down and Hangar Rental management. Maybe tie-down fee for long term use.
6. Aircraft Maintenance, avionics, FBO to propose.
7. City owned pilot lounge is available for free or rent?
8. Pilot amenities and facilities
9. Notam Manager. Managed by City, FBO backup.
10. Lavatory cart operations a plus, not required.
11. What role should they play on the Airport Board? Advisory. Attend meetings, provide support.
12. Define area to be maintained in good, safe, sanitary condition, and repair as FBO responsibility or city? Apron is FBO responsibility. Remainder is City's. Electrical/lighting/navaids is City's.
13. Snowing and sweeping pavement, City responsibilities. Sweeping apron/FOD removal is FBO's. City will do snow removal of apron.
14. Courtesy cars, FBO's. Minimum standard of care.
15. Rental cars availability.
16. Flight Training

Facilities available?

1. Charge a set lease rate for the main hangar. Or let them propose the rate?
2. City Hangar – Size, apartment in back.
3. Pilot lounge
4. FBO/apartment and office space
5. Other areas?

Airport Rules and Regulations, Minimum Standards

- Need to establish both prior to advertising for FBO.
- Have a draft from 2015. Edit that one or start from scratch?
- Consider a full blown set or minimal?

Other

- Staffing hours? 7 AM to 7 PM? 24 hour availability.
- Term of agreement, Five years with an exit clause.
- Insurance minimums



FBO APRON
OPERATIONS
AREA

FBO HANGAR

PILOT LOUNGE/OFFICE

PARKING

EXHIBIT A
FBO OPERATIONS
AREA

MINIMUM STANDARDS
for
AERONAUTICAL ACTIVITIES
at
Roosevelt Municipal Airport



ROOSEVELT *Utah*

Approved by the
Roosevelt City, Utah
(Insert Date Approved)

TABLE OF CONTENTS

SECTION 1 INTRODUCTION

- Section 1.1 Introduction
- Section 1.2 Statement of Policy
- Section 1.3 Severability Clause
- Section 1.4 Conflicts with Existing Agreements
- Section 1.5 Violations

SECTION 2 GENERAL REQUIREMENTS

- Section 2.1 General Requirements

SECTION 3 FIXED BASE OPERATIONS (FBO)

- Section 3.1 Fixed Base Operator (FBO)

SECTION 4 SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

- Section 4.1 Aircraft Airframe and Power Plant Repair and Maintenance Operator (SASO)
- Section 4.2 Aircraft Rental / Flying Club Operator / Parachute Club
- Section 4.3 Flight Training Operator (Flight Training)
- Section 4.4 Aircraft Charter, Air Taxi, and/or Air Ambulance Operator
- Section 4.5 Avionics, Instrument, and/or Propeller Repair Operator
- Section 4.6 Aircraft Sales Operator
- Section 4.7 Specialized Commercial Aeronautical Operator (SCAO)
- Section 4.8 Noncommercial Hangar Operator

SECTION 5 APPLICATION REQUIREMENTS

Section 5.1 Application Requirements

Section 5.2 Grounds for Denial of Application

Section 5.3 Extension of Term

ATTACHMENT A: INSURANCE REQUIREMENTS

SECTION 1 INTRODUCTION

Section 1.1 - Introduction

In order to encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related Aeronautical Activities at the Roosevelt Municipal Airport, Roosevelt City [Corporation](#), as the OWNER, proprietor, sponsor, and Operator of the Airport, has established these Minimum Standards and Requirements ("Minimum Standards").

Accordingly, the following sections set forth in these Minimum Standards are prerequisite to a person or Entity operating upon and engaging in one (1) or more Aeronautical Activity(ies) at the Airport. It is significant to note that these Minimum Standards are not intended to be all-inclusive. Any person or Entity engaging in aviation operations and/or Aeronautical Activities at the Airport will also be required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other similar regulatory measures pertaining to such Activities.

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determinations of "minimum" shall be from the point of view of the Airport OWNER, lessor, licensor, or permitter. All Operators are encouraged to exceed the "minimum" in terms of quality of facilities or services. No Operator will be allowed to occupy an area or conduct Activities at the Airport under conditions less than the "minimum."

Notwithstanding the above, the OWNER may temporarily or permanently modify, waive, delete, or amend any of the requirements herein with respect to a particular person or Entity upon a showing of good cause. The intent of this provision is to provide Roosevelt City with the reasonable flexibility to address individual concerns and issues and to recognize those instances where a rigid adherence to these Minimum Standards may not be in the Roosevelt City's best interest. The specific provisions of these Minimum Standards that are to be modified, waived, deleted, or amended, shall be done at a public meeting.

Section 1.2 - Statement of Policy

It is the intent of the OWNER to plan, manage, operate, finance, and develop the Airport for the long-term financial health and safety of the Airport consistent with accepted Airport practices and applicable Federal, State, and local policies and regulations.

To this end, all applicants desiring to perform Activities at the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if required), to occupy available Airport facilities and to provide appropriate Aeronautical Activities; subject, however, to the Minimum Standards as established by the (OWNER).

However, the granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording any Operator an exclusive right of use of the premises and/or

facilities at the Airport, other than those premises which may be Leased exclusively to Operator, and then only to the extent provided in a written Lease, license, and/or permit.

The OWNER reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, State, and local laws, ordinances, codes, and other regulatory measures pertaining to such use. The OWNER further reserves the right to designate the specific Airport areas in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose and shall be consistent with the orderly and safe operation of the Airport.

While the Airport Board has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and OWNER policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Leases, licenses, and permits relating thereto is expressly reserved to the OWNER by and through the Roosevelt City.

Commented [CAL1]: What is the Airport Board's authority?

Many types of Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific Minimum Standards for each. When specific Aeronautical Activities are proposed for the conduct on the Airport which do not fall within the categories heretofore documented, Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public demand for such service.

These Minimum Standards may be supplemented, amended, or modified by the OWNER, from time to time, and in such manner and to such extent as is deemed appropriate by the OWNER.

Section 1.3 - Severability Clause

If one (1) or more clauses, sections, or provision of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

Section 1.4 - Conflicts with Existing Agreements

These Minimum Standards are not retroactive. They do not affect the current term of any written Agreement properly executed prior to the date of adoption and approval of these same Minimum Standards; unless any such written Agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the OWNER or if Operator desires to materially increase or expand its Activities, Operator shall then comply with the provisions of these Minimum Standards.

Section 1.5 - Violations

The OWNER reserves the right to prohibit any Operator from using the Airport in connection with any such Operator's Aeronautical Activities upon determination by the OWNER that such Operator has not complied with these Minimum Standards or has otherwise jeopardized the safety of entities utilizing the Airport or the property or operations of the Airport.

SECTION 2 GENERAL REQUIREMENTS

Section 2.1 - General Requirements

The following General Requirements shall apply to all Aeronautical Activities at the Airport. Any Operator desiring to engage in an Aeronautical Activity or Activities at the Airport must comply with the General Requirements of this section plus the Minimum Standards for each specific Aeronautical Activity.

Section 2.1.1 - Agreement (General Requirements)

No Entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the Entity and the OWNER. Such Agreement will have a maximum initial term of 5 years, with ability to extend the terms in 5 year increments up to 30 years. In addition, the OWNER may provide for optional extensions of the Agreement, with agreed upon terms and conditions in accordance with Federal and State laws.

Commented [CAL2]: Need to discuss length of lease and who owns buildings at the end of the term.

Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including but not limited to: term of the Agreement; rentals, fees, and charges, and the rights and obligations of the respective parties. The Agreement shall not reduce or limit the Entity's obligations with respect to these Minimum Standards.

Section 2.1.2 - Approved Activities (General Requirements)

Aeronautical Activities not explicitly discussed and/or identified in these Minimum Standards will be evaluated on a case by case basis, by the Airport Board, OWNER's Administrator or designated representative and/or the Roosevelt City using the concepts set forth in these Minimum Standards as guidelines.

Section 2.1.3 - Fees and Charges (General Requirements)

Operator shall pay the fees and charges specified by the OWNER for the applicable Aeronautical Activities.

Commented [CAL3]: Need to establish a Fees and Charges schedule

Information relative to fees and charges applicable to the Aeronautical Activity described herein will be made available to the prospective Operator by the Airport Administration at the time of application or contract negotiations regarding an Agreement.

Section 2.1.4 - Leased Premises (General Requirements)

Operator shall Lease and/or Sublease (or construct) sufficient ground space, facilities, and accommodations for the proposed Aeronautical Activity as stipulated in these Minimum Standards. Operator must provide copies of all Construction Agreements, Leases or Subleases to the OWNER, through the Airport Board, at the time of application. When more than one (1) Activity is proposed or when Operator will be conducting Activities from a fixed base operator (FBO) Leasehold, as an approved sublessee, the minimum limits will vary (depending upon the nature of each Activity) and may not necessarily be cumulative.

Operator must provide a full description and conceptual drawing of the location of the ground space, facilities, and accommodations to be utilized for Operator's proposed Aeronautical Activity and a schedule of development. Operator must identify the location of Aircraft parking and staging areas, customer lounges, vehicle parking, and rest rooms.

The ground space shall include a paved walkway to accommodate pedestrian access to Operator's office, and when appropriate, a paved Aircraft apron with Tie-down or hangar facilities sufficient to accommodate the Activities being performed and the type of general aviation aircraft frequenting the Airport shall be included. Ground space shall also accommodate paved roadways and vehicle parking facilities to ensure direct vehicle access to the facilities without entering the airport operations area (AOA).

The facilities and floor space allotments shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction. It is the OWNER's intent that all hangars built at the Airport shall be a minimum of 8,000 square feet. In all cases hangar size shall conform to the requirements of these Minimum Standards. In the case of a sublease from an FBO such Hangar shall also be in conformance with that FBO's approved development plan.

The public accommodations shall include telephones for customer use, rest rooms, sufficient onsite customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations. In the case of a Lease of existing facilities, either with an existing FBO or with the OWNER, these Public Accommodations may be located in a common use area and in such case may be considered as up to 20% of the Leased premise requirements.

"Through-the-fence" rights will not be granted or allowed.

Section 2.1.5 - Site Development (General Requirements)

In the case of a land Lease, a detailed development plan will be submitted to the OWNER, through the Airport Board, within two (2) months of the execution of an Agreement. The OWNER reserves the right for final approval on location decisions.

Prior to construction of any new building, hangar, or other facility on the Leased premises or modifications of an existing structure, all construction plans must be submitted through the Airport

Commented [KS4]:
This is a 90'x90'

Board, and approved by the OWNER. Approval will not be unreasonably withheld and must occur within a reasonable time frame. However, no approval by the OWNER of any plans or specification or receipt thereof by the OWNER shall be deemed or implied to constitute approval of said plans or specifications, and the OWNER assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications for any purpose whatsoever, specifically including without limitation, compliance with design and construction standards established by the FAA, State of Utah, UDOT, and/or any other agency that may have jurisdiction. All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, applicable state agencies, and the OWNER. Operator will be responsible for obtaining and complying with any and all building or other permits required by the OWNER and State environmental and stormwater regulations, or any other agency that may have jurisdiction.

Deleted: ,

Operator is responsible for preparing the necessary FAA Form 7460-1, Notice of Proposed Construction. After review by the OWNER, the notice will be signed by the OWNER and submitted to the FAA. Review and submittal will be completed within 45 days of receipt by the OWNER. No construction may commence at the Airport until the notice is approved and returned to the OWNER by the FAA. Any changes or restrictions the FAA may require to the notice must be complied with by Operator.

The OWNER is under no obligation to construct and/or provide Aprons or Taxiways for Commercial and/or Non-Commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways or Taxilanes, these pavements shall meet all FAA standards for the largest Aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved and located on the Leased premises, and in compliance with OWNER's parking standards. The OWNER reserves the right to assign parking spaces in a joint use parking lot in the case of a building Lease. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from inadvertently driving onto runways and taxiways. Fences and gates shall meet or exceed FAA, FDOT and TSA security guidelines.

Any property not developed within two (2) years of execution of Agreement, or within twelve (12) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the OWNER providing the necessary approvals and/or submission of documents will extend the development time line accordingly. Any changes to this provision must be agreed to by all parties in writing.

Operator will not place or cause to be placed any temporary, mobile, or modular structures on the Leased premises, except those that are directly related to approved constructions or alterations. The siting of temporary construction structures must be approved in writing by the OWNER. In addition, no Activities may be performed from temporary or mobile structures.

Section 2.1.6 - Facility Maintenance (General Requirements)

Operators must maintain the Leased premises in a neat and orderly condition. Operators must provide the necessary personnel to perform continuing maintenance upon their facilities, including related and associated appurtenances, paved areas, installed equipment and utility services.

In addition, Operators will provide all necessary apron cleaning services for the Leased premises, janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the facilities in good condition, reasonable wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Unless otherwise provided in the Lease maintenance will be at the sole expense of the Operator and will be subject to general monitoring by the Airport Board and/or representative(s) designated by the OWNER to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

Section 2.1.7 - Products and Services (General Requirements)

Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the Airport, provided that, lawful, fair, reasonable, and non-discriminatory discounts and other similar types of price reductions may be extended to like purchasers and users.

Section 2.1.8 - Licenses, Permits, and Certifications (General Requirements)

Operator shall obtain and comply with, at its sole expense, all necessary licenses and permits required for the conduct of Operator's Activities at the Airport as required by the OWNER or any other duly authorized governmental agency having jurisdiction. **Operator must obtain an OWNER business tax receipt to engage in any commercial activity.**

Operator shall not engage in any Activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Airport Board with a copy of any such certification and shall continue to provide current copies of such certificates throughout the term of the Agreement.

Section 2.1.9 - Personnel (General Requirements)

Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards as set forth herein.

Operator shall provide a responsible person in the office to supervise the operations on the Leased premises and such person shall be authorized to represent and act for and on behalf of Operator during all business hours.

All personnel are required to hold the appropriate FAA certificates and ratings, as applicable.

Section 2.1.10 Payment of Rents and Fees (General Requirements)

No Entity shall be permitted to engage in Aeronautical Activities unless said Entity is current (not delinquent) in the payment of all rents, fees, or other sums accruing to the OWNER under any and all Agreements with the OWNER.

Operator's failure to remain current in the payment of all rents, fees, or other sums accruing to the OWNER under any and all Agreements with the OWNER will be grounds for revocation of the Agreement authorizing the conduct of Aeronautical Activities at the Airport.

Section 2.1.11 - Laws, Rules, and Regulations (General Requirements)

Operator shall engage in Aeronautical Activities only in accordance with all applicable laws, rules, and regulations of the Federal Government, the State of Utah; and all other governmental bodies having jurisdiction including without limitation the regulations of the FAA and the U.S. Department of Transportation and the applicable ordinances, rules, and regulations of the OWNER, including without limitation these Minimum Standards; all as may be changed from time to time.

Section 2.1.12 - Insurance (General Requirements)

Operator shall keep and maintain all insurance required by law including for example and without limitation, insurance as required by the workers compensation laws of the State of Utah.

Operator shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the OWNER for each Activity. The insurance company underwriting the required policy(ies) shall be licensed to write such insurance in the State of Utah.

When more than one (1) Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity, in combination) but will not necessarily be cumulative in all instances. It will not be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity; however, Operator will be required to obtain insurance for all exposures.

All insurance which Operator is required by the OWNER to carry and keep in force shall name the OWNER, its **Roosevelt City** (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional insured.

Liability policies shall contain, or be endorsed to contain, the following provisions:

"The OWNER, its Airport Board (individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and operations of Operator; premises owned, occupied, or used by Operator; or vehicles owned, leased, hired, or

Commented [CAL5]: City Attorney review

borrowed by Operator; any insurance or self-insurance maintained by the OWNER, its Board of Commissioners (individually or collectively), representatives, officers, officials, employees, agents, or volunteers shall be excess of Operator's and shall not contribute with it."

"Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the OWNER, Airport Board (individually and collectively), representatives, officers, officials, employees, agents, or volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the OWNER."

Operator shall furnish to the OWNER, through the Airport Board, proper certificates that such insurance is in force and will furnish additional certificates upon any changes in insurance. In the event of cancellation or any modification of coverages, 30 days prior notification shall be conveyed to the OWNER, through the Airport Board, by the underwriter.

The applicable insurance coverages shall be in full force and effect and the above required certificates shall be delivered to the Airport Board upon execution of any Agreement, Lease, or approved Sublease.

The limits of liability for each stipulated Aeronautical Activity represents the minimum required to operate at the Airport. The OWNER strongly recommends that all Operators secure higher limits of liability coverage.

All Operators shall at their sole cost and expense, cause all buildings and improvements on the Leased premises to be kept insured to the full insurable value thereof against the perils of fire, wind, hail, flood (for any structure located in an 'A' or 'B' flood zone), extended coverage, vandalism and in amounts not less than the replacement cost of all buildings and improvements on the Leased premises. The proceeds of any such insurance paid on account of any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by the OWNER, in writing.

Disclosure Requirement: Operators conducting rental or sales of Aircraft, or flight training shall post a notice and incorporate within their rental and instruction Agreements the coverages and limits provided to the renter/student by Operator, as well as a statement advising that additional coverage is available to such renter/student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Board.

Deleted: OWNERShip

Section 2.1.13 Indemnification and Hold Harmless (General Requirements)

Commented [CAL6]: City Attorney review

Operator shall defend, indemnify, protect, and completely hold harmless the OWNER, its Airport Board (individually and collectively), representatives, officials, officers, employees, and agents

from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitrations, or costs at any time received, incurred, or accrued by the OWNER, its Airport Board (individually and collectively), representatives, officials, officers, employees, and agents as a result of, or arising out of Operators actions or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such case liability shall be shared in accordance with State of Utah principles of comparative fault.

Section 2.1.14 - Assignment, Subletting, and Encumbrances (General Requirements)

All assignments, subletting, and encumbrances of Agreements between an authorized Operator and another Entity (not specifically prohibited herein) must receive prior written approval from the OWNER.

A request for such written permission, prepared in as much detail as required by the OWNER, will be submitted to the OWNER, through the Airport Administration, for its review and approval which will be completed in a timely fashion. This does not apply to Activities provided for under the terms of an existing Agreement, including rental of Tie-downs and Hangar space for storage of Aircraft. Permission will not be unreasonably withheld and response to requests will be made within a reasonable time after receipt by the OWNER.

Section 2.1.15 - Taxes (General Requirements)

Operator shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

Section 2.1.16 - Signage (General Requirements)

Operator shall not erect, maintain, or display any sign on the Leased premises or elsewhere on the Airport without the prior written consent of the OWNER and Airport Administration. At a minimum, all signage must meet such requirements and standards as the OWNER and Airport may require.

Section 2.1.17 - Environmental Compliance (General Requirements)

All Operators, specifically including without limitation, all Operators who dispense fuel, store fuel, and perform Aircraft or Aircraft Compound or Manufacturing Maintenance, shall strictly comply with all Federal, State, and local laws, rules, and regulations concerning the handling, use, and storage of fuel, oil, solvents, chemicals, [deicing fluid](#), paints and other hazardous materials. [No aircraft maintenance shall be permitted outside of aircraft hangars designated for such use.](#)

Operators will not engage in, or permit on the Leased premises, the stripping and/or painting of Aircraft or any other vehicle, except following prior review by and written permission from the OWNER. This does not include painting of minor Aircraft parts and assemblies required as part of a maintenance or repair procedure.

Each Operator handling, using, or storing fuel, oil, solvents, chemicals (including deicing fluid) and/or hazardous materials at the Airport shall provide a written report to the Airport Board, updated annually, identifying all fuel, oil, solvents, chemicals, and hazardous materials used or stored at the Airport and describing the measures taken by Operator to comply with all applicable Federal, State, and local laws, rules, and regulations, including the Airport's SWPPP. All Operators shall be subject to inspection by or on behalf of the OWNER for compliance with this standard at any time during normal business hours.

Section 2.1.18 - Safety of Property, Others (General Requirements)

All Aeronautical Activities at the Airport shall at all times be conducted with due consideration of the property of the OWNER and others located at or about the Airport and the safety of all Airport users.

Section 2.1.19 - Suspension, Revocation of Privileges (General Requirements)

The OWNER reserves the right to suspend or revoke Airport privileges, on a temporary or permanent basis, to any Operator failing to abide by these Minimum Standards or any applicable Federal, State, or local law, rule, regulation, ordinance, or standard governing the Airport or any applicable Aeronautical Activity.

Section 2.1.20 - Security (General Requirements)

Each Operator shall observe all security requirements of the FAA and TSA, as applicable, and any special security program promulgated by the OWNER for the Airport and in effect from time to time, and shall take such steps as may be necessary or directed by the OWNER to insure that officers, employees, representatives, invites, and guests of Operator observe such requirements.

Section 2.1.21 OWNER, and Airport Board (General Requirements)

The Airport is owned and administered by Roosevelt City. The Airport Board is acting as an advisory to the OWNER for initial review and evaluation of the Minimum Standards. The OWNER is governed by and through its City Council. Only the City Council can amend or modify these Minimum Standards on behalf of the OWNER.

The OWNER has authorized and directed that the Airport Board obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be

Commented [CAL7]: Kim, SWPPP requirements language?

Commented [KS8R7]: •Chemicals and materials associated with airport operations are stored indoors in designated locations and are clearly labeled. Used fluids are transferred to a proper container promptly.
•Leaks, drips, and other spills are cleaned up without using water. Absorbents are used for dry cleanup whenever possible.
•Pouring liquid waste into floor drains, sinks outdoor storm drain inlets or other storm drains or sewer connections is prohibited.
•Greasy rags, oil filters, batteries, spent coolant, and degreasers are disposed of in compliance with environmental regulations.

Commented [CAL9]: Should we set a timeframe for correction before termination?

provided to or filed with the OWNER under these Minimum Standards. In addition, all official inquiries to the OWNER regarding these Minimum Standards and/or compliance therewith should be directed to the Airport Board. The Airport Administration shall be responsible for enforcement of these Minimum Standards, and no approval or consent required to be given hereunder shall be valid unless given in writing by the OWNER. Any notice required to be given hereunder to the OWNER shall be given in writing and addressed to the Airport Board at the address provided in paragraph 2.1.22, below.

Section 2.1.22 - Notices, Requests for Approval, Applications, and Other Filings (General Requirements)

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the OWNER and any notice or communication required or permitted to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be personally served, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person, or one (1) day after delivery to the office of such overnight courier service, or three (3) days after depositing the same in the United States Mail, postage and registration fees prepaid, properly addressed to Operator or prospective Operator at its principal place of business (or such other address as it may have provided to the OWNER) or, as the case may be, to the OWNER, through Airport Administration, at the following address:

Roosevelt Municipal Airport
255 South State
Roosevelt, Utah
84066

SECTION 3 FIXED BASE OPERATIONS (FBO)

Section 3.1 - Fixed Base Operator (FBO)

Definition: A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple services to Aircraft. Such services shall include, at a minimum, the sale of Aviation Fuel/Lubricants; Aircraft Tie-down, Storage, and Parking; Aircraft Maintenance; and, Ancillary Ground Services and Support.

In addition to the General Requirements set forth in Section 2 hereof, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards.

Section 3.1.1 - Scope of Activity (FBO)

FBO shall conduct its FBO business and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced FBOs providing comparable products, services, and engaging in similar Activities from similar sized facilities in like markets.

All services and products that the FBO is required to provide must be provided by the FBO through the FBO's employees.

FBO products and services shall include, at a minimum, the following:

Aircraft Fueling (both Jet and Avgas):

The FBO shall be capable of providing a response time not to exceed [REDACTED] minutes during required hours of operation.

The FBO shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Airport.

The FBO shall have an approved written Spill Prevention Control and Countermeasure Plan ("SPCC Plan") which meets OWNER, Federal, and State regulations. An updated copy of such SPCC Plan shall be filed with the Airport Board at least five (5) days prior to actual implementation.

Tie-down, Hangaring, and Parking.

The FBO shall comply with minimums identified in Leased premises set forth under Section 3.1.2 of the Minimum Standards.

Aircraft Maintenance.

The FBO shall be qualified to perform preventative maintenance (as defined in FAR Part 43) on the airframes, powerplants, and associated systems of general aviation Aircraft up to 12,500 pounds gross weight.

The FBO can remain in compliance with these Minimum Standards for the provision of Aircraft Maintenance by:

- Use of an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO's Leased premises, or;
- Contracting with an on-call authorized aircraft repair contractor. The FBO will need to validate the on-call contractor. Operator must list the Airport as additional insured on their insurance certificate.

Ancillary Ground Services and Support

Compressed Air Services

Towing of Aircraft

Ground Power Services

Aircraft Recovery Services

Lavatory / Water Services

Section 3.1.2 - Leased Premises (FBO)

The lease premises provided by the Airport which constitutes the FBO's responsibility is identified in Exhibit A. A minimum of [redacted] acres of land upon which all required improvements for facility, ramp area, vehicle parking, and roadway access will be provided.

Commented [CAL10]: Need an exhibit

Paved aircraft parking facilities for a minimum of [redacted] aircraft.

A paved ramp adequate to accommodate all Activities of the FBO and all approved sublessee(s) of FBO not including the paved access to taxiways.

At least [redacted] square feet of common storage hangar space. Multiple hangars may be used to meet this requirement however no hangar shall be less than 8000 square feet. Any additional hangars to be constructed must be part of the FBO's approved development plan.

At least a [redacted] square foot "terminal" facilities including adequate space for crew and passenger lounge, administration, operations, and rest rooms.

Sufficient paved vehicle parking space to accommodate FBO and tenant customers, passengers, and employees on a daily basis.

Section 3.1.3 - Fuel Storage Facility (FBO)

Commented [CAL11]: Kim, can you describe?

Access to an on-Airport above-ground fuel storage facility in a location provided by the OWNER. Said fuel storage facility shall have minimum total capacity for three [redacted] days supply of aviation fuel for Aircraft being serviced by FBO. In no event shall the minimum total capacity be less than:

- A. 6,000 gallon facility for Jet A fuel storage (if required)
- B. 6,000 gallon facility for Avgas storage; and
- C. Demonstrated capabilities to expand fuel storage capacity within a reasonable time period as may be required.

Deleted:

Deleted:

The design and construction of the fuel storage facility shall comply with the rules and regulations of Federal and State regulatory agencies and all other applicable laws, rules, regulations, and guidelines including, but not limited to, NFPA 30, Industrial Standards; current FAA Advisory Circular AC 150/5230-4B, including all Appendices; and current State Environmental Protection rules and regulations governing design, construction, and operation of hydrocarbon fuel facilities.

FBO will be required to install an oil/water separator with suitable storage tank if surveys indicate the presence of ground and/or well water contamination, or it is required by future law, statute, or regulation.

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

Section 3.1.4 - Fueling Equipment (FBO)

At least 1 Jet A trucks having a minimum capacity of 2,000 gallons are required. At least 0 Avgas truck having a minimum capacity of 0 gallons is required. Self-fueling facilities provided at the tank may be approved on a case by case basis.

Commented [CAL12]: Kim, suggestions?

Deleted:

Deleted:

Deleted:

Deleted:

Fuel dispensing units must be equipped with metering devices which meet all applicable legal requirements. The mobile unit dispensing Jet fuel must have over-the-wing and single point Aircraft servicing capability. Mobile dispensing single product trucks must be bottom loaded.

Each mobile dispensing tank and self-service dispensing unit shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by:

These Minimum Standards and any other rules and regulations of the OWNER and the Airport.

State Fire Code and Fire Marshall's Codes.

National Fire Protection Association (NFPA) Codes.

14 CFR Part 139, Airport Certification, Section 139.321, Handling and Storing of Hazardous Substances and Materials.

Applicable FAA Advisory Circulars (AC), including AC-00-34A, "Aircraft Ground Handling and Servicing," and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles used on an Airport."

Section 3.1.5 - Equipment (FBO)

Adequate Tie-down Equipment, including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure Tie-down Aircraft.

Adequate equipment for washing of Aircraft windows.

Ground power units.

Lavatory service carts if these type aircraft are being serviced on a regular basis.

Courtesy vehicles - at least one vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.

Aircraft tug(s) with rated draw bar capacity of not less than pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of the general aviation Aircraft normally frequenting the Airport.

Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained within all hangars, on ramp areas, at fuel storage facilities, and on all fueling trucks.

Compressed Air Unit - at least one compressed air unit for inflating tires shall be readily available at all times.

Section 3.1.6 - Personnel (FBO)

Personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name, and the employee's name. Personnel uniforms shall at all times be professional and properly maintained.

Personnel engaged in dispensing Aircraft fuels, accepting fuel shipments, and Aircraft ground handling operations shall be properly trained in all associated safety procedures and shall conform to the best practices of such operations. This includes meeting the standards of FAA Advisory Circular 150/5230-4, Appendix 7, Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports, Paragraph 4. Fueling Personnel, Subparagraphs b. and c., and all other applicable laws, rules, and regulations.

In accordance with all applicable laws, regulations, and appropriate industry practices, the FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling operations and shall insure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling fuel storage

tanks and tank trucks. The FBO's SOP must be submitted to the Airport Board no later than 60 days after the FBO commences Activities at the Airport. Inspections will be conducted by the OWNER on a periodic basis to ensure compliance.

A minimum of [REDACTED] properly trained and qualified employees, on each shift, providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of [REDACTED] properly trained and qualified employee, on each shift, during defined business hours, to provide ancillary customer service and support commonly referred to as a Customer Service Representative (CSR).

Section 3.1.7 - Hours of Operation (FBO)

Fueling, customer services, and ancillary services shall be continuously offered and available to the public [REDACTED] days a week, from [REDACTED] AM to [REDACTED] PM and available after hours, on-call, with response time not to exceed [REDACTED] hours.

Section 3.1.8 - Aircraft Recovery Services (FBO)

Recognizing that Aircraft recovery is the responsibility of the Aircraft OWNER/Operator, the FBO shall be prepared to provide assistance in order to maintain the operational readiness of the Airport's runway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the typical itinerant general aviation Aircraft using the Airport.

Section 3.1.9 - Insurance (FBO)

FBO shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury and property damage on all vehicles used by FBO.

Hangarkeepers Liability: an amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of FBO.

Commented [CAL13]: City Attorney

SECTION 4 SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

Commented [CAL14]: Do we want to identify these partial users?
Maintenance & Repair, Flight Training, Air Charter, Air Ambulance

Section 4.1 - Aircraft Airframe and Power Plant Repair and Maintenance Operator (SASO)

Definition: An Aircraft Airframe and Power Plant Repair and Maintenance Operator is an Entity engaged in the business of providing Airframe and Powerplant Repair and Maintenance services which includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Airframe and Power Plant Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

Section 4.1.1 - Scope of Activity (SASO)

Operator shall conduct airframe and powerplant repair and maintenance services and Activities on and from the Leased or subleased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.1.2 - Leased Premises (SASO)

Section 4.1.2.1 - Operator leasing unimproved land from the OWNER shall Lease a minimum of [REDACTED] acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in [REDACTED] increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of [REDACTED] acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping and stormwater management facilities will be located.

Ramp space equal to or greater than [REDACTED] times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least [REDACTED] hangar(s) of a minimum of [REDACTED] square feet on Operator's Leasehold for Aircraft Maintenance.

At least [REDACTED] square feet of office, lounge, shop space and parts storage with adequate space for customer lounge, administration, shops, and rest rooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the security area.

Section 4.1.2.2 - Operator, including a sub-lessee of an FBO or a lessee of the OWNER and leasing existing building(s) from the OWNER and engaging in Aeronautical Activities as authorized by Agreements approved by the OWNER, shall adhere to the following leased premises requirements:

All hangar facilities shall be adequate to accommodate operator's business and shall be either a minimum of: i) [REDACTED] square feet; or ii) the size specified in the applicable FBO approved development plan.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

At least [REDACTED] square feet of office and shop space "dedicated" to the administration and provision of airframe and powerplant repair and maintenance Activities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the AOA.

Section 4.1.3 - Licenses and Certifications (SASO)

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Airport Administration. Operator must acquire the certificate within six (6) months. Due to delays caused by the FAA, Operator may request from the OWNER, through the Airport Administration, an extension to extend the (6) month deadline, which will not be unreasonably withheld. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed. (this requirement should be evaluated for necessity)

Section 4.1.4 - Personnel (SASO)

Operator shall provide a sufficient number of personnel (at a minimum of one) FAA licensed airframe and powerplant mechanic to adequately and safely carry out airframe and powerplant repair and maintenance services in a courteous, prompt, and efficient manner and meeting the reasonable demands of the public.

Operator shall employ sufficient repair personnel who are current and properly certified by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings.

Section 4.1.5 - Equipment (SASO)

Operator shall provide sufficient shop space, equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

Section 4.1.6 - Hours of Operation (SASO)

Operator Leased premises shall be open and services shall be available to meet the public demand for this category of service at least [REDACTED] days a week, [REDACTED] consecutive hours a day and available after hours, on-call, with response time not to exceed [REDACTED] hours.

Section 4.1.7 - Insurance (SASO)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Hangarkeepers Liability: an amount adequate to cover the replacement cost of any nonowned property in the care, custody, or control of Operator.

Section 4.2 - Aircraft Rental / Flying Club Operator

Definition:

Aircraft Rental Operator is an Entity engaged in the rental of Aircraft to the public.

A Flying Club Operator is an Entity comprised of an association or group of more than [REDACTED] individuals jointly owning or leasing an Aircraft to its members (where payment is made to the club for the operating time of the Aircraft), but which does not meet the requirements established for exempt Flying Clubs.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Rental/Flying Club Operator at the Airport shall comply with the following Minimum Standards.

Section 4.2.1 - Scope of Activity (A/C Rental Flying Club)

Operator shall conduct its Aircraft Rental Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.2.2 - Leased Premises (A/C Rental - Flying Clubs: Commercial & Exempt)

Section 4.2.2.1 - Operator leasing unimproved land from the OWNER shall Lease a minimum of [REDACTED] acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in [REDACTED] acre increments and shall be adjacent or contiguous.

A minimum ground area of [REDACTED] acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

At least [REDACTED] hangar(s) of a minimum of [REDACTED] square feet on Operator's Leasehold

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate [REDACTED] Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least [REDACTED] square feet of office and lounge with adequate space for customer/member lounge, administration, and rest rooms.

Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

Section 4.2.2.2 - Operator, including a sublessee of an FBO or a lessee of the OWNER and leasing existing building(s) or office space from the OWNER and engaging in Aeronautical Activities as authorized by Agreement approved by the OWNER, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate [REDACTED] Aircraft. Ramp space shall be adjacent to Operator's facility.

At least [REDACTED] square feet of office space "dedicated" to the administration and provision of Aircraft Rental Activities as.

Sufficient paved vehicle parking space to accommodate all customers/members and employees on a daily basis.

-

Section 4.2.3 Licenses and Certifications (A/C Rental - Flying Club)

Operator shall have in its employ at least (1) person having current FAA certified flight instructor ratings and which is current in all Aircraft models offered for rental.

Section 4.2.4 - Personnel (A/C Rental - Flying Club)

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Rental/Flying Club services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

Section 4.2.5 - Equipment (A/C Rental - Flying Club)

Operator shall have available for rental, either owned by or under written Lease to Operator and under the exclusive control of Operator, at least [REDACTED] certificated currently airworthy Aircraft, at least one of which must be capable of flight under instrument conditions.

Section 4.2.6 - Hours of Operation (A/C Rental - Flying Club)

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least [REDACTED] days a week, [REDACTED] hours a day.

Section 4.2.7 - Exempt Flying Club/Parachute Club (A/C Rental - Flying Club)

All Minimum Standards for Aircraft Rental Operators shall apply to exempt Flying Clubs except for "Hours of Operation."

To be exempt from the Commercial Club requirements, the following conditions must exist:

The club shall be a non-profit Entity (corporation, association, or partnership) registered and current with the State of [REDACTED] and organized for the express purpose of providing its members with Aircraft for "personal use and enjoyment only."

Each member of the club must be a bona fide OWNER of the Aircraft or a shareholder, member, or director of the non-profit Entity.

The club may not derive profit from the operation, maintenance, and/or replacement of its Aircraft. Flight instruction may be given in club Aircraft to club members, provided such instruction is given by Operator based at the Airport authorized to provide flight training services or by a properly certified instructor who is a bona fide club member and who shall not receive any compensation for such services.

Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic in accordance with Federal Aviation Regulation Part 43 unless a club

member holds those certifications. All other maintenance must be provided by an Operator based on the Airport authorized to provide such Aircraft Maintenance service. Aircraft will not be used by other than bona fide members and by no one for Commercial Operations. Commercial Aeronautical services shall not be provided.

The club shall file and keep current with the Airport Administration a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current, with the Airport, a complete list of the clubs' members including names, addresses and contact information of the directors and officers and the investment shares owned by each member, the number and type of Aircraft owned by club, evidence that OWNERship of club Aircraft is vested in the club, and the operating names of the club. The books and other records of the club shall be made available for review at any reasonable time as requested by the OWNER.

Operator shall provide certificates of insurance listing each club member as named insured and evidencing the same coverages as required by the aforementioned commercial "Flying Club."

Section 4.2.8 - Insurance (A/C Rental - Flying Club)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Section 4.3 - Flight Training Operator (Flight Training)

Definition: A Flight Training Operator is an Entity engaged in instructing pilots in fixed or rotary wing Aircraft operations and providing such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

A Small Flight Training Operator (SFTO) will be defined as operating [redacted] to [redacted] fixed and/or rotary wing Aircraft.

A Large Flight Training Operator (LFTO) will be defined as operating [redacted] or more fixed and/or rotary wing Aircraft.

In addition to the General Requirements set forth in Section 2 hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards:

-

Section 4.3.1 Scope of Activity (Flight Training)

Operator shall conduct its flight training services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.3.2 - Leased Premises (Flight Training)

Section 4.3.2.1 - Operator leasing unimproved Land from the OWNER shall meet or exceed the requirements listed below upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

SFTO: A minimum ground area [REDACTED] acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

LFTO: A minimum ground area of [REDACTED] acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

SFTO: At least one (1) hangar of a minimum of [REDACTED] square feet on Operator's Leasehold.

LFTO: At least one (1) hangar of a minimum of [REDACTED] square feet on Operator's Leasehold.

SFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than twice the size of the Operator's hangar. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities should be considered.

LFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate [REDACTED] Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities should be considered.

SFTO: Operator shall provide at least [REDACTED] square feet of space for customer lounge, administration, rest rooms, and classroom facilities.

LFTO: Operator shall provide at least [REDACTED] square feet of space for customer lounge, administration, and rest rooms; and at least [REDACTED] square feet for classroom facilities.

Section 4.3.2.2. - Operator, including a sublessee of an FBO or a lessee of the OWNER and leasing existing building(s) or office space from the OWNER and engaging in Aeronautical Activities as authorized by Agreement approved by the OWNER, shall adhere to the following Leased premises requirements:

SFTO: All facilities shall be adequate to accommodate Operator's business.

LFTO: All facilities shall be adequate to accommodate Operator's business.

Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate [REDACTED] Aircraft. Ramp space shall be adjacent to Operator's facilities.

SFTO: Operator shall provide at least [REDACTED] square feet of office space "dedicated" to administration and provision of flight training Activities.

LFTO: Operator shall provide at least [REDACTED] square feet of office space "dedicated" to administration and provision of flight training Activities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities shall be provided.

Section 4.3.3 - Licenses and Certifications (Flight Training)

SFTO shall have in its employ at least [REDACTED] flight instructor(s) who is properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

LFTO shall have in its employ at Lease [REDACTED] flight instructors who are properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

LFTO Operator shall make an application to the FAA for Part 141 Certification and submit a copy of application to the Airport Administration. Operator must acquire the certificate within six (6) months. Due to delays caused by the FAA, Operator may request from the OWNER, through the Airport Administration, an extension to extend the (6) month deadline, which will not be unreasonably withheld.

Section 4.3.4 Personnel (Flight Training)

Operator shall provide a sufficient number of personnel to adequately and safely carry out flight training services and Activities in a courteous, prompt, and efficient manner adequate to meet the demands of the public seeking such services.

Section 4.3.5 - Equipment (Flight Training)

SFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than [REDACTED] properly certified Aircraft, at least [REDACTED] of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation.

LFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than [REDACTED] properly certified Aircraft, at least [REDACTED] of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation, at least [REDACTED] of which must be a multi-engine Aircraft, and at least [REDACTED] of which must be complex Aircraft.

Training equipment shall include, at a minimum, adequate mock-ups, pictures, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the training offered.

Section 4.3.6 - Hours of Operation (Flight Training)

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least [REDACTED] days a week, [REDACTED] hours a day.

Section 4.3.7 - Insurance (Flight Training)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Additionally, Operator must have a contract in place or equipment and personnel on hand to remove disabled aircraft from the runway.

Section 4.4 - Aircraft Charter, Air Taxi, and/or Air Ambulance Operator

Definition: An Aircraft Charter, Air Taxi, and/or Air Ambulance Operator is an Entity engaged in the business of providing air transportation (for persons or property) to the general public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Regulations.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Charter, Air Taxi, and/or Air Ambulance Operator at the Airport shall comply with the following Minimum Standards:

Section 4.4.1 - Scope of Activity (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall conduct its Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.4.2 - Leased Premises (Aircraft Charter/Air Taxi/Air Ambulance)

Section 4.4.2.1 - Operator leasing unimproved land from the OWNER shall Lease a minimum of two acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of [REDACTED] acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. At least one (1) hangar of a minimum of [REDACTED] square feet on Operator's Leasehold

Ramp space equal to the total number of Aircraft in Operator's fleet or current inventory but no less than the space required to accommodate two (2) Aircraft of the type being offered for charter. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.4.2.2 - Operator, including a sublessee of an FBO or a lessee of the OWNER and leasing existing building(s) or office space from the OWNER and engaging in Aeronautical Activities as authorized by Agreement approved by the OWNER, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate Operator's business.

Ramp space equal to the total number of Aircraft in Operator's fleet or current inventory but no less than the space required to accommodate [REDACTED] Aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

Operator shall provide at least [REDACTED] square feet of office space "dedicated" to the administration and provision of Aircraft Charter, Air Taxi, and/or Air Ambulance.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.4.3 - Licenses and Certifications (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall have and provide copies to the Airport Administration of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and the FAA issued operating certificate.

Section 4.4.4 - Personnel (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the Leased premises.

Operator shall have in its employ a sufficient number of qualified Commercial and/or Airline Transport rated pilots.

Section 4.4.5 - Equipment (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall provide, either owned or under written Lease to Operator and under the exclusive control of Operator, not less than [REDACTED] certified and continuously airworthy Aircraft with at least [REDACTED] multi-engine, all weather Aircraft.

Section 4. -

Section 4.4.6 - Hours of Operation (Aircraft Charter/Air Taxi/Air Ambulance)

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least [REDACTED] days a week, [REDACTED] hours a day. After hours, on-call response time to customer inquiries shall not exceed [REDACTED] hour(s).

Section 4.4.7 - Insurance (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Section 4.5 - Avionics, Instrument, and/or Propeller Repair Operator

Definition: An Avionics, Instrument, and/or Propeller Repair Operator is an Entity engaged in the business of repairing Aircraft radios, electrical systems, propellers, instruments, and/or accessories. This category includes the sale of new or used Aircraft radios, propellers, instruments, and/or accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Avionics, Instrument, and/or Propeller Repair Operator at the Airport shall comply with the following Minimum Standards.

Section 4.5.1 - Scope of Activity (Avionics/Instrument/Propeller Repair)

Operator shall conduct its Avionics, Instrument, and/or Propeller Repair services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.5.2 - Leased Premises (Avionics/Instrument/Propeller Repair)

Section 4.5.2.1 - Operator leasing unimproved land from the OWNER shall Lease a minimum of [REDACTED] acres upon which the required improvements shall be constructed. Additional land required by the Operator land shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of [REDACTED] acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. At least one (1) hangar of a minimum of [REDACTED] square feet on Operator's Leasehold

Ramp space equal to or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least [REDACTED] square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, and restrooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily

Section 4.5.2.2 - Operator, including a sublessee of an FBO or a lessee of the OWNER and leasing existing building(s) or office space from the OWNER and engaging in Aeronautical Activities as authorized by Agreement approved by the OWNER, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

At least [REDACTED] square feet of office and shop space "dedicated" to the administration and provision of Avionics, Instrument, or Propeller Repair.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.5.3 - Licenses and Certifications (Avionics/Instrument/Propeller Repair)

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of Avionics Repair, the ratings shall, at a minimum, be for Class 1 and Class 2 repairs.

Section 4.5.4 - Personnel (Avionics/Instrument/Propeller Repair)

Operator shall provide a sufficient number of personnel to adequately and safely carry out Avionics, Instrument, or Propeller Repair services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Operator shall employ a sufficient number of personnel with Aircraft radio, electrical systems, instruments, and propeller repair ratings, appropriate to the category of work being performed.

Section 4. -

Section 4.5.5 - Equipment (Avionics/Instrument/Propeller Repair)

Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair Operator.

Section 4.5.6 - Hours of Operation (Avionics/Instrument/Propeller Repair)

Operator shall have its premises open and services available to meet the public demand for this category of service at least [REDACTED] days a week, [REDACTED] hours a day.

Section 4.5.7 - Insurance (Avionics/Instrument/Propeller Repair)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Hangarkeepers Liability: An amount adequate to cover the replacement cost of any nonowned property in the care, custody, or control of Operator.

Section 4.6 - Aircraft Sales Operator

Definition: An Aircraft Sales Operator is an Entity engaged in the sale of new or used Aircraft or Aircraft components.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

Section 4.7 - Specialized Commercial Aeronautical Operator (SCAO)

A Specialized Commercial Aeronautical Operator is an Entity engaged in providing limited specialized Aircraft Services and Support, miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory repair and maintenance (for example, washing, painting, upholstery, aircraft restoration, etc.) or other miscellaneous Activities directly related to Aircraft support.

Commented [CAL15]: Specialty Operators, Fire Fighting?

Miscellaneous Commercial Services and Support - are defined as Ground Schools, Simulator Training, Charter Flight Coordinators, Aircrew or Aviation Management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

Air Transportation Services for Hire - are defined as non-stop sight-seeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, power line, underground cable, or pipe line patrol; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous Activities directly related to air transportation service (for example, helicopter operations in construction or repair work).

In addition to the General Requirement set forth in Section 2 hereof, each specialized commercial aeronautical Operator at the Airport shall comply with the following Minimum Standards:

Section 4.7.1 - Scope of Activity (SCAO)

Operator shall conduct its Specialized Commercial Aeronautical Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

Section 4.7.2 - Leased Premises (SCAO)

Section 4.7.2.1 - Operator leasing unimproved land from the OWNER shall Lease a minimum of [REDACTED] upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of [REDACTED] acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. At least one (1) hangar of a minimum of [REDACTED] square feet on Operator's Leasehold

Ramp space equal to the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall develop adequate facilities to accommodate space for office, lounge, administration, and rostrums.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.7.2.2 - Operator, including a sublessee of an FBO or a lessee of the OWNER leasing existing building(s) or office space and engaging in Aeronautical Activities as authorized by Agreement approved by the OWNER, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

Section 4.7.3 - Licenses and Certifications (SCAO)

Operator shall have and provide to the Airport Administration evidence of all proper Federal, State, and local licenses and certificates required.

Section 4.7.4 - Personnel (SCAO)

Operator shall provide a sufficient number of personnel to adequately and safely carry out its Specialized Commercial Aeronautical Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking services.

Section 4.7.5 - Equipment (SCAO)

Operator shall provide and have based at the Airport, either owned or under written Lease to Operator, sufficient equipment, supplies, and availability of parts, including, if appropriate, at least one (1) airworthy Aircraft to meet all applicable Federal, State, and local laws, rules, and regulations with respect to the Activities to be performed.

Section 4.7.6 - Hours of Operation (SCAO)

Operator's Leased premises shall be open and services shall be available during normal business hours.

Operator shall make provision for personnel to be in attendance in its office at all times during the required operating hours or shall have an answering service, page system, or other acceptable method for the public to contact Operator.

Section 4.7.7 - Insurance (SCAO)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Section 4.8 - Noncommercial Hangar Operator

Definition: A Noncommercial Hangar Operator is an Entity which develops and constructs or Leases existing buildings, either from the OWNER or as a sublessee of an FBO, a hangar structure(s) for the sole purpose of storing an Aircraft which is either owned or Leased for Noncommercial, private (not for hire), personal, and/or recreational purposes only.

In addition to the General Requirements set forth in Section 2 hereof, each non-commercial aviation Operator at the Airport shall comply with the following Minimum Standards.

Section 4.8.1 - Scope of Activity (Noncommercial Hangar Operator)

Operator shall use the Leased premises solely to store and maintain Aircraft owned and/or Leased and utilized by Operator for Noncommercial purposes.

No Commercial Activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or from the Leased premises.

Operator shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any Entity. In the event Operator desires to self-fuel, Operator shall be required to arrange for storage of fuel either with an approved FBO or at an off-airport site. Operator wishing to self-fuel must receive prior written consent of the OWNER prior to initiation of such practice.

Commented [CAL16]: Self Fueling not allowed

Operator shall not be permitted to Sublease ground, hangar, ramp, office, or shop space within the Leased premises to any Entity for any purpose.

Section 4.8.2 - Leased Premises (Noncommercial Hangar Operator)

Section 4.8.2.1 - Operator leasing unimproved land from the OWNER shall lease a minimum ground area of 0.10 acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. Additional land required by the Operator shall be leased in 0.10 acre increments whenever possible and shall be adjacent or contiguous. Ramp space shall be sufficient to provide reasonable Aircraft access to and from hangar. The OWNER is under no obligation to construct and provide Aircraft aprons or taxiways for personal and private use. In the event the location of the facility requires the construction of aprons and/or taxiways, these areas shall meet all FAA standards for the largest Aircraft type anticipated to use Operator's facility.

Commented [CAL17]: Assumed 50'x50' min hangar plus 10' around perimeter

Section 4.8.2.2 - Operator subleasing land from an FBO shall lease land adequate to meet the requirements of the OWNER's Development Codes.

In addition, development, if applicable, shall include roadway(s) which is sufficient to provide reasonable access for both private and Airport service vehicles, sufficient parking facilities to accommodate all vehicles utilizing the facility on a daily basis, and landscaping in conformance with the Airport's developmental guidelines as may be promulgated and changed from time to time.

Commented [CAL18]: Do you want the FBO subleasing hangars?

Section 4.8.3 - Hangar Structures (Noncommercial Hangar Operator)

The development of non-commercial hangar(s) shall be limited to the following types of hangar structures:

Section 4.8.3.1 - When leasing land from the OWNER:

T-hangars - a single structure of not less than 22,400 square feet, subdivided and configured to accommodate individual bays for the storage of private Aircraft, such bays to be contiguous areas with common walls.

Commented [CAL19]: Min 6 hangars 300'x50' plus 10' perimeter 22,40

A common storage hangar structure of not less than 2500 square feet, completely enclosed.

Commented [CAL20]: Need to define allowable building types: Metal, etc

Commented [CAL21]: 50'x50' min

Section 4.8.3.2 - When subleasing land from an FBO:

T-hangars - a single structure of not less than square feet, subdivided and configured to accommodate individual bays for the storage of private Aircraft, such bays to be contiguous areas with common walls.

All hangar facilities shall be adequate to accommodate operator's business and shall be either a minimum of: i) [REDACTED] square feet; or ii) the size specified in the applicable FBO approved development plan.

Section 4.8.4 - Ownership Guidelines (Noncommercial Hangar Operator)

Hangar development may be accomplished through either individual Ownership or association OWNERSHIP. Associations must adhere to the following stipulations:

Association membership will be contingent upon Ownership of a proportionate share of the private hangar facility which shall consist of not less than one (1) individual T-hangar (of at least 2,000 total square feet), or an equal portion of the "common" hangar area which is consistent with the total number of members (such area to be not less than 22,400 total square feet).

Commented [CAL22]: 45'x45'

The entire membership of the Association must be declared to the OWNER at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate Ownership (as required herein) as requested by the Airport Board from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of Aircraft owned by the member(s) of the Association.

The Association may not utilize nor cause the Leasehold interest to be utilized for speculative development of either the Leasehold or the facilities located thereupon.

Section 4.8.5 - Insurance (Noncommercial Hangar Operator)

Commented [CAL23]: City Attorney

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

SECTION 5 APPLICATION REQUIREMENTS

Section 5.1 - Application Requirements

The OWNER reserves the right to request from a prospective Operator, in written form, at the time of and as part of its application, the following information and, thereafter, such additional information as may be required or requested by the OWNER and/or the Airport Administration.

Section 5.1.1 - Intended Scope of Activities

As a prerequisite to occupancy on and the granting of an operating privilege at the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended Activities, and the means and methods to be employed to accomplish the contemplated Activities, which shall include, but not be limited to, the following:

- A. The legal name of the Entity filing the application and its business name (if different).
- B. The name, address, and telephone number of the Entity and primary contact individual.
- C. Ownership shall be reported as required by all OWNER Codes and Regulations.
- D. The proposed date for commencement of the Activity and proposed term for conducting same.
- E. A comprehensive listing of all Activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- F. For proposed Leases or Subleases of existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, Tie-downs, and/or vehicle parking areas to be utilized.
- G. For proposed Leases or Subleases of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and improvement to be constructed, together with vehicle parking to be available (and required) for the proposed Activities.
- H. The number of persons proposed to be employed, including the names and qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
- I. The number of Aircraft to be utilized in connection with the Activities and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
- J. The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed Activities.
- K. A market analysis to include a written statement addressing each of the following areas:
 - 1. Definition of target market
 - 2. Intended market share
 - 3. Promotional marketing techniques
 - 4. Description of existing competitors

Commented [CAL24]: Is this needed? Maybe on FBO type operations?

5. Percent of intended sales related to Aircraft based at the Airport
6. List of certifications and licenses to be sought (if any, as required)
7. Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
8. List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable)
9. List of suppliers, subcontractors, and associates

In addition, the applicant shall provide a statement, with supporting evidence, of the need at the Airport for the proposed Activities and the desires of Airport users for the proposed Activities, together with a description of existing Operators at the Airport offering the same or similar Activities.

Section 5.1.2 - Financial Responsibility and Capability

Commented [CAL25]: Needed?

The prospective Operator must provide a statement, as evidence of applicant's financial responsibility, from an area bank or trust company or from such other source as may be acceptable to the OWNER and readily verified through normal banking channels. The prospective Operator must also demonstrate the financial capability to initiate the Activities, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated Activities (once initiated). The demonstration of financial responsibilities and capabilities shall include a cash flow and profit and loss projections for the first [REDACTED] years of the proposed operation, a [REDACTED] year historical profit and loss statement (if available), and a current balance sheet.

Section 5.1.3 - Experience

The prospective Operator shall furnish the OWNER with a statement of its past experience in the specified Aeronautical Activities for which application is being made, including resumes of management individuals who will be directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to the OWNER.

Section 5.1.4 - Bonding and Insuring Capacity

The prospective Operator shall provide evidence in a form acceptable to the OWNER of its ability to supply (i) a performance bond in an amount equal to 10% of the annual rental and/or fees established and agreed to for conducting the Activities and entering into the Agreement or Lease sought (cash may be deposited in lieu of a performance bond), (ii) a performance bond and a payment bond, each in an amount equal to the cost of constructing the proposed improvements submitted to the OWNER for approval and (iii) the required insurance. Additional and

supplemental information may be required by the OWNER in a formal competitive selection process.

Section 5.2 - Grounds for Denial of Application

The OWNER may deny any application for any one (or more) of the following reasons:

- A. The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence.
- B. The applicant's proposed Activities, operation, and/or construction will create a safety hazard.
- C. The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed Activities, operation, and/or construction that the OWNER is not willing to spend, or the operation will result in a financial loss to the Airport.
- D. No appropriate, adequate, or available space or building exists at the Airport which would accommodate the entire operation of the applicant at the time of application, nor is such contemplated within a reasonable time thereafter.
- E. The proposed operation, development, or construction does not comply with the Master Plan of the Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the applicant.
- F. The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or Activities of any present Operator on the Airport and/or prevent adequate access to their Leased area.
- G. The applicant has either intentionally or unintentionally misrepresented or omitted one or more material facts in the application or in supporting documents.
- H. The applicant has failed to make full disclosure on the application or in supporting documents.
- I. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has a record of violating the rules, regulations, statutes, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statutes, ordinances, laws, or orders applicable to the Airport.
- J. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any Lease or other Agreement with the OWNER or at the Airport.
- K. On the basis of current financial information, the applicant does not, in the sole discretion of the OWNER, exhibit adequate financial responsibility or capability to undertake the proposed operation and Activities.
- L. The applicant cannot provide a performance bond, payment bond, or applicable insurance in the amounts and types required by the Airport for the proposed operation and Activities.
- M. The applicant or an officer, director, agent, representative, shareholder or employee of the applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.

N. Applicants Activities or operations have been or could be detrimental to the Airport.

Section 5.3 - Extension of Term

Section 5.3.1 - No Change in Scope of Activities

Upon expiration of the term of Operator's Agreement or Lease with the OWNER, Operator may apply to extend such term and such application may be accepted by the OWNER without need to file a new application provided that Operator proposes no changes in the scope of the previously approved Aeronautical Activities and is in compliance with the Minimum Standards in place at the time of such request.

Section 5.3.2 - Change in Scope of Activities

Upon expiration of the term of Operator's Agreement or Lease with the OWNER, Operator may apply to extend such term. However, if Operator intends to change or expand the scope of its Aeronautical Activity(ies) on the Airport, or if the OWNER deems a new application to be appropriate for any reason, Operator must submit a new application and demonstrate compliance with the Minimum Standards in place at the time of the new application.

ATTACHMENT A
INSURANCE REQUIREMENTS

Commented [CAL26]: City Attorney

NOTE: (The below listed insurance requirements are intended to be examples only. The airport operator should consult available risk management personnel, the airport's insurance agent and legal counsel to determine the appropriate level of insurance to be required from each category of operator. Care should be taken to ensure that the levels of insurance required are actually available in the airport's area at reasonable costs.)

Type Operator	Comprehensive General Liability Each Accident (Minimum)	Comprehensive Vehicle Liability Each Accident	Hangar Keepers Liability Combined Single Limit	Aircraft Liability	Workmans Compensation
				Combined Single Limit Bodily Injury Including Passenger/Property Damage Liability	Yes or No
Fixed Base Operator	\$50,000,000	\$5,000,000	\$50,000,000 - \$100,000,000	Depending on operations of Tenant	Yes
Jet Aircraft Maintenance	\$5,000,000	\$1,000,000	\$5,000,000	Depending on operations of Tenant	Yes
Piston Aircraft Maintenance	\$1,000,000	\$1,000,000	\$1,000,000	Depending on operations of Tenant	Yes
Aircraft Rental/Flying Club	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Small Flight Training Operator	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Large Flight Training Operator	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Air Charter/Air Taxi/Air Ambulance	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Avionics/Instrument/ Propeller Repair	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Aircraft Sales	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Specialized Commercial Aeronautical Operator	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Banner Towing Operations	\$2,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Non-commercial Hangar / Office Employee	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Ultralight Clubs	\$5,000,000	\$500,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes

ROOSEVELT MUNICIPAL AIRPORT

RULES AND REGULATIONS



ROOSEVELT *Utah*

(insert adoption date)

TABLE OF CONTENTS

100	INTENT AND GENERAL PROVISIONS
200	DEFINITIONS
300	AIRCRAFT AND OPERATIONAL RULES
400	MOTOR VEHICLE TRAFFIC
500	PERSONAL CONDUCT
600	CONSTRUCTION ON AIRPORT
700	COMMERCIAL AERONAUTICAL ACTIVITIES
800	FIRE/STORAGE/DISPOSAL REGULATIONS
900	FUELING OPERATIONS
1000	SECURITY

Section 100 Intent and General Provisions.

It is the intent of the Roosevelt City [Corporation](#) (CITY) to provide rules and regulations for the operation and management of the Roosevelt Municipal Airport ([Airport](#)) owned and under its jurisdiction, administration, or control to ensure the adequate protection of the health, safety and welfare of the traveling public and the residents of Roosevelt, Utah. The provisions of these rules and regulations shall be liberally construed so as to effectively carry out its purposes in the interest of the public health, safety, and welfare. In construing these rules and regulations and each and every word, phrase or part hereof, where the context will permit, the singular includes the plural and vice versa.

Deleted: City

- 100.1 Amendments, additions, deletions or corrections to these Rules and Regulations may be initiated by the **Roosevelt City Council** as conditions warrant. At any time a section of this article requires or permits the Airport Manager to vary or waive a requirement of this article, the Airport Manager shall make such decision to vary or waive after determining that such action will not adversely affect: (1) Flight safety; (2) Ground safety; (3) Effective and efficient operation of the airport; and (4) Rights of airport tenants.
- 100.2 These Rules and Regulations supersede and cancel all previous Airport Rules and Regulations of the CITY.
- 100.3 Airport personnel and designated representatives are authorized to enforce these regulations.
- 100.4 All persons entering or using the Airport property shall be governed by these rules and regulations.
- 100.5 A violation of these regulations may result in revocation of ramp access privileges, termination of lease agreements, denial of use of airport, and/or prosecution under applicable Utah State Law.
- 100.6 Any person denied use of the Airport due to violation of these regulations shall be notified in writing and may only use the Airport for the purpose of enplaning or deplaning aircraft using the Airport.
- 100.7 Words of any gender used in these regulations include any other gender, and words in the singular shall be held to include the plural, unless the context requires otherwise.
- 100.8 Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.
- 100.9 When permission shall be granted by the CITY to any person to use the airport or any part thereof, or to fly to, from and over the same, such permission at all times shall be conditioned upon the assumption of such person of all liabilities and consequences arising out of activities conducted by such person pursuant to such permission, as well as all other activities occurring or conducted at the airport. Such person, as a condition for the use of the airport or any of the facilities thereof, shall release, hold harmless and indemnify the CITY, the Airport Board and all officers and employees of Roosevelt City [Corporation](#) from any and all responsibility, liability, loss or damage resulting to it or them, or caused by or on his behalf and incident to the manner in which the airport or its facilities shall be used. The CITY as a condition precedent to the granting of a contract or lease with any

operator for the conducting of commercial activities at the airport, may require such operator to carry liability and property damage insurance, listing the CITY as additionally insured, in such amounts as required by the risk management department. Any operator conducting a single event activity is required to post a bond and carry insurance determined by the CITY as adequate to meet the hazards involved with large congregations of people and potentially hazardous equipment.

- 100.10 Personal and company owned aircraft based at the airport shall be registered by the owner(s) with a fixed base operator or, if applicable, the duly-authorized lessee of airport property where the aircraft is customarily kept, provided that this shall not apply to regular airline aircraft, the United States Government, or state- owned and operated aircraft. If aircraft are used for hire or other commercial purposes, they are required to obtain appropriate permits for the type of commercial operation engaged in. All aircraft must display their aircraft registration and state license decals if required.

Section 200 Definitions

- a. *Abandon* shall refer to tangible personal property which does not have an identifiable owner and which has been disposed of on Airport property, whether the property is operative or inoperative.
- b. *Aircraft* shall mean any contrivance now known or hereafter designed, invented, or used for navigation or flight in the air or space, except a parachute or other contrivance designed for air navigation, but used primarily as safety equipment.
- c. *Airman* means any individual who engages as a person in command or as a pilot, mechanic, or member of the crew in the navigation of aircraft while underway; and any individual who is directly in charge of the inspection, maintenance, overhauling, repair of aircraft, aircraft engines, propellers, or appliances; and any individual who serves in the capacity of aircraft dispatcher or air traffic control tower operator.
- d. *Airport Certification Manual (ACM)* shall mean a written document that details how the CITY will comply with the requirements of FAR Part 139.
- e. *Airport Operations Area, (AOA)* shall mean any portion of the Airport used for landing, taking off, or surface maneuvering of aircraft, and surrounding airside areas.
- f. *Aircraft* shall mean any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air.
- g. *Airport* shall mean the Roosevelt Municipal Airport, and any other airport facility owned, leased, operated, or otherwise under the management of the CITY now existing or that may hereafter be developed.
- h. *Airport Traffic Control Tower (ATCT, Control Tower)* shall mean a Federal Aviation Administration (FAA) Air Traffic Control Tower, or FAA contract control tower, located at the Airport or one which may be operated on behalf of the Airport.
- i. *Airside* means that area lying inside the perimeter / security fence to include at least hangars, aprons, ramps, taxiways, and runways.
- j. *Apron or Ramp* shall mean that area of the Airport designated by the Airport Manager for the

Commented [KS1]:
AOA – should this include the Apron?

Commented [KS2]: Delete?

Commented [KS3]:
Board instead of "Manager"?

loading, unloading, servicing, and parking of aircraft.

- k. *Authorized* shall mean acting under or pursuant to a written contract, lease, permit, authorization, agreement, or other written document approved and executed by the CITY or the Airport Manager, or other duly authorized City employee.

l. *Airport Manager* shall mean the Manager of the Airport Department, or their duly authorized designee.

Deleted: his or her

- m. *City Council* shall mean the governing body of Roosevelt City Corporation, a political subdivision of the state of Utah, its staff or authorized representatives.

- n. *Code* shall mean the Code of Ordinances of the CITY or State of Utah, as may be amended from time to time.

- o. *Commercial Activity* shall mean the exchange, trading, buying, hiring, or selling of commodities, goods, services, or property of any kind, or any revenue producing activity conducted on the Airport.

- p. *Commercial operations* means all operations of aircraft in connection with a commercial activity and shall include, without limitation, the following: (1) Operations by a scheduled air carrier not currently holding a permit from the CITY to conduct regularly scheduled air services; (2) Operation of nonscheduled air service for transportation of freight, express, or passengers, or for charter service; (3) Scheduled operations, as further defined herein; and (4) The giving of flight instruction.

- q. *Concessionaire* means an individual, firm partnership, or corporation, which provides the airport with a percentage of its annual gross profit in lieu of, or as part of, an annual minimum guarantee for services. Such services are generally in the field of rent-a-car, sundry shops, food and beverage or duty-free sales.

- r. *Curbside* shall mean the curb and any lanes designated for loading and unloading of passengers, luggage, or cargo at the Airport.

s. *Department* shall mean the Airport Board, or any successor entity.

- t. *Federal Aviation Administration* or *FAA* shall mean the administrative agency of the United States Department of Transportation authorized to regulate aeronautical activities, or any successor agency.

- u. *Federal Aviation Regulations* or *FAR* shall mean the regulations promulgated by the Federal Aviation Administration to regulate aeronautical activities.

- v. *Fire Marshall* shall mean the Fire Rescue Chief or Fire Marshal, or designee of the CITY.

- w. *Fixed Base Operator* means only those individuals, corporations, or firms that satisfactorily furnish and engage in the full range of aeronautical services and activities as per the Airport Minimum Standards, as amended.

- x. *General aviation*. Public, private, commercial and business flying activity specifically delineated from that commonly called "aircarrier" or Military.

- y. *Ground Transportation Area* shall mean the restricted use lanes located along various portions of the passenger terminal roadway system.

- aa. *Maintenance* shall mean the inspection, over-hall, repair, preservation and replacement of parts, including preventative maintenance as described in Part 43 of the Federal Aviation Regulations.

- bb. *Motor vehicle* or *vehicle* shall mean a device in, upon or by which a person or property may be propelled, moved, or drawn upon land or water, except a device moved by human or animal power. This definition does not include aircraft, trains, or devices moved exclusively upon stationary rails or tracks.
- cc. *Movement Area* shall mean the runways, taxiways, and other areas of the Airport which are used for taxiing, takeoff and landing of aircraft, exclusive of aprons and ramps.
- dd. *NFPA* shall mean the National Fire Protection Association.
- ee. *Non-movement Area* shall mean those portions of the Airport designed for the surface maneuvering of aircraft.
- ff. *Operator* shall mean any person who is in actual physical control of an aircraft or motor vehicle.
- gg. *Park* shall mean to put, leave, or allow a vehicle or aircraft to stand or stop in any location whether the operator thereof leaves or remains in such vehicle or aircraft, when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator of the vehicle or aircraft.
- hh. *Permittee* shall mean any person authorized by license, lease, or other written agreement to be at or on the Airport.
- ii. *Person* shall mean any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- jj. *Regulations* shall mean the Roosevelt Municipal Airport Rules and Regulations as amended.
- kk. *Restricted Area* shall mean any area of the Airport that prohibits entry or limits entry or access to specific authorized persons or vehicles.
- ll. *Runup* shall mean engine operation above normal idle power for purposes other than initiating taxi or takeoff.
- oo. *Security Program or Airport Security Program* shall mean that program developed by the CITY pursuant to the requirements of the federal regulations relative to the protection and safety of aircraft operations and users of the Airport.
- rr. *Transient Aircraft* means an aircraft not using the airport as its principal base of operation.
- ss. *Transportation Security Administration or TSA*, or any successor agency, shall mean the entity appointed by the United States Department of Transportation to be responsible for airport security and the inspecting of persons and property carried by aircraft operators and foreign air carriers.
- tt. *Unairworthy Aircraft* means aircraft wrecks, disabled aircraft, any aircraft not capable of safe flight, abandon aircraft or aircraft parts.
- uu. *Unicom* shall mean that frequency designated for the airport to be used for pilots to self-announce their position either during ground or flight operations at or in the vicinity of the airport.
- vv. *Vehicle* shall mean any device which is capable of moving itself or being moved, from place to place upon wheels; but does not include any device moved by muscular power, or designed to move primarily through the air.
- ww. *Vehicle Service Road* shall mean that portion of the AOA specifically designated and appropriately

Commented [KS4]: Should this be more defined – ie, Aprons and Taxilanes? No formal "non-movement" area at 74V.

Commented [KS5]: City does not have one, to my knowledge. Do they need, as a GA? Or do we delete this item?

marked for the movement of authorized vehicles.

- xx. *Weapon* shall mean a gun, knife, blackjack, slingshot, metal knuckles, or any explosive device, or any other similar instrument capable of being utilized to coerce, intimidate, or injure a person or property.

Section 300 Aircraft and Operational Rules

- 300.1 All aeronautical activities at the Airport shall conform to the current applicable provisions of the Federal Aviation Administration Regulations and Orders, applicable State Law, regulations and orders issued by the CITY.
- 300.2 The CITY may deny the use of the Airport to any person in violation of these regulations or any violations of the Federal Aviation Regulations.
- 300.3 The CITY may prohibit aircraft operations when it is determined that conditions are such that continued operations would be unsafe. The CITY may issue a Notice to Airmen (NOTAM) to close any portion of the Airport; or to terminate or restrict any activity thereon.
- 300.4 At the request of any owner or operator of an aircraft, the CITY may have any person who creates a nuisance or a threat to person, property or aircraft removed from said aircraft.
- 300.5 The operation of an aircraft in a careless or negligent manner, or in disregard of the rights and safety of others, or without due caution, or at a speed or in a manner which does or is likely to endanger persons or property, is prohibited on property owned by the CITY.
- 300.6 Aircraft operators shall obey all pavement markings, signage and lighted signals.
- 300.7 The positioning, starting or taxiing of any aircraft shall be done in such a manner so as not to cause propeller wash or jet blast that may result in injury to persons or damage to property.
- 300.8 Aircraft shall be parked only in those areas designated for such purpose by the CITY and shall be positioned in such a manner so as not to block taxiways, obstruct access to hangars, parked aircraft or vehicles.
- 300.9 Aircraft operators will ensure that aircraft are properly secured when parked.
- 300.10 Maintenance engine run-ups of jet, turboprop or piston engines shall be performed only at the runup locations on Taxiway A near the end of Runways 7 and 25.
- 300.11 Leaving an aircraft unattended with an engine running is prohibited.
- 300.12 Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways.
- 300.13 Operators shall familiarize themselves and comply with published noise abatement procedures.
- 300.14 No helicopter shall be operated within fifty (50) feet of any building and shall operate only from areas approved by the CITY.
- 300.15 Derelict or damaged aircraft in obvious need of major repairs shall not be permitted within

Commented [CAL6]: Need to designate an area

- the tie-down or ramp areas and shall be stored in approved hangars during repairs in accordance with section 300.18.
- 300.16 Abandoning aircraft anywhere on the Airport is prohibited. The CITY may remove abandoned aircraft at the sole expense and risk of the operator.
- 300.17 Aircraft maintenance on the Airport is permitted only in areas designated by the CITY.
- 300.18 Aircraft maintenance within hangars are limited to that specifically permitted by the type rating established in the Uniform Building Code and in compliance with the directives of the Fire Marshal.
- 300.19 Aircraft painting shall be performed only in hangars officially approved for that activity.
- 300.20 Cleaning of Aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100 F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.
- 300.21 Aircraft exceeding the design strength of any runway at the airport as published may only be operated at the Airport after receiving written authorization by the Airport Manager.
- 300.22 The Airport Manager or authorized representative shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to direct refusal of takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when he or she considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. Consequently, the following activities are prohibited within the Airport's airspace unless prior approval has been obtained from the CITY: Motorless Aircraft, Parachuting, Skydiving, Hot Air Balloons and Ultralights.
- 300.23 The operator or owner of an aircraft involved in an on-Airport accident or incident resulting in any injury to person or damage to property shall notify the Airport Manager and emergency services immediately.
- 300.24 An aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the CITY, who shall receive removal authorization from the Flight Standards District Office or National Transportation Safety Board, when applicable.
- 300.25 Once authorization for removal of a disabled aircraft has been issued, the owner or operator shall make immediate arrangements to have the aircraft moved, if removal is not initiated within a reasonable amount of time, the CITY may have the aircraft removed at the owners risk and expense.

Commented [CAL7]: Need to designate an area?

Commented [KS8R7]: SWPPP requires any Tenant Aircraft Maintenance (Hydraulic fluid, oil and petroleum products, battery acid, paint, paint stripper, washer fluid, solvent) is to be done inside Individual Tenant Hangars. "Roosevelt Airport does not provide designated maintenance areas. Tenants may perform light maintenance activity inside their hangars and are required to contain any spills and fluids associated with their maintenance activity."

Commented [CAL9]: Add SWPPP requirement

Commented [KS10R9]:
May only be accomplished inside individual tenant hangars.

Commented [KS11]: Add Powered Parachutes?

Section 400 Motor Vehicle Traffic

- 400.1 All motor vehicle operators on the Airport shall comply fully with the State of Utah Motor Vehicle Laws, as amended, and with all Airport Regulations and instructions issued by

representatives of the CITY or law enforcement personnel.

400.2 Unless otherwise authorized by the Airport, all vehicles operating on the Airport Operations Area (AOA) must be registered with the CITY under the Vehicle Registration Requirements. All vehicle operators must be registered with CITY under the Airport's Security Program or escorted by an individual who meets those requirements.

Commented [CAL12]: Do we need?

400.3 The use of motorhomes, mini-bikes, go-carts, roller blading, skate boarding, bicycles and other like contrivances are not permitted on the AOA.

Commented [KS13R12]: AOA typically includes the Apron area, so this would be overly restrictive.

400.4 Private vehicles are not permitted on Taxiway's or Runways unless escorted by Airport personnel.

400.5 All vehicle operators are required to obey posted regulatory signs and all instructions or directives of the CITY.

400.6 Except for authorized emergency vehicles, the maximum allowable speed on the ramp and aprons is 15 miles per hour.

400.7 Vehicle operators will utilize designated vehicle service roads where available. Vehicles shall not be parked within any obstacle free area.

400.8 Vehicles shall give way to aircraft, pedestrians, emergency equipment, and airport maintenance vehicles at all times.

400.9 Vehicles may not pass taxiing aircraft and may never proceed closer than 50 ft. to a taxiing aircraft.

400.10 Parking is permitted in designated areas only.

400.11 Abandoning vehicles or displaying vehicles for sale on the airport is prohibited.

400.12 Vehicles in violation of any vehicle regulation may be towed by the CITY at the owner's risk and expense.

400.13 Taxicabs and limousines may deliver customers to the Airport or may pick up customers from the Airport if specifically requested to do so by those persons. Taxicabs and limousines may not solicit customers on the Airport unless authorized to do so by the CITY.

Commented [CAL14]: Any interest in this?

400.14 Only rental car companies and shuttle bus services that have received authorization from the CITY may conduct business on the Airport.

400.15 The Airport Manager may effect removal from any areas of the airport any vehicle that is disabled, abandoned or parked in violation of the provisions of this article, or that presents an operational problem to any other areas on the airport, at the owner's expense, and without liability for damage which may result in the course of such action.

400.16 No person shall operate any motor vehicle or motorized equipment at the airport who is under the influence of alcoholic beverages or controlled substances or central nervous system stimulants as defined in Utah State statute.

Section 500 Personal Conduct

- 500.1 Destroying, injuring, defacing, disturbing, removing or tampering with any man-made or natural Airport property is prohibited. Any person who causes damage to Airport property shall be liable for such damage.
- 500.2 Written advertisements and handbills may be posted or distributed only with the prior authorization of the CITY.
- 500.3 The posting or distributing of handbills or written advertisements on aircraft or vehicles is prohibited.
- 500.4 Use of the public area of any building or area of the airport for sleeping or other purposes in lieu of a hotel, motel, or other public accommodation is prohibited.
- 500.5 No person shall commit any disorderly, indecent, lewd, or unlawful act or commit any nuisance on the Airport.
- 500.6 No person shall litter any area of the Airport and each person shall ensure that all trash and refuse is properly disposed of in the appropriate container.
- 500.7 Interference with the safe operation of any aircraft landing at, taking off from, or operating on the Airport is prohibited.
- 500.8 Domestic pets, except for guide dogs are not permitted on [Airport Property](#) unless restrained by leash or container. [Pet owners/handlers must pick up after pets in their charge.](#)
- 500.9 Unauthorized hunting and trapping on the Airport is prohibited.
- 500.10 Horseback riding on [Airport Property](#) is prohibited.
- 500.11 Articles found in public areas at the Airport shall be turned into the Airport Manager. Articles unclaimed by their proper owner within 30 days may be turned over to the finders thereof or otherwise legally disposed of.
- 500.12 No person shall make, possess, use, offer for sale, pass or deliver any forged or falsely altered pass, permit, identification, card, sign or other authorization purporting to be issued by or on behalf of the CITY.
- 500.13 All signs installed on the Airport must be approved in writing by the CITY.
- 500.14 Persons shall not enter any restricted area without the prior authorization of the **Airport Manager**.
- 500.15 Tampering or interfering with the lock or closing mechanism or breaching any other securing device is prohibited except under emergency situations.
- 500.16 No person shall place, dump or otherwise dispose of any refuse debris upon, on, at or about the airport, or burn such refuse or debris without written permission of the Airport Manager.
- 500.17 All persons are prohibited from entering the runways, taxiways, ramp apron, utility and service areas, or other areas as may be designated as restricted except (1) persons assigned to duty thereon; (2) Bona fide aviators in the course of their business; (3)

Deleted:

Deleted: the AOA

Deleted: the AOA

Passengers under appropriate supervision enplaning or deplaning; (4) Other persons as authorized by the Airport Manager

Section 600 Construction on Airport

600.01 Any construction or alteration taking place on Airport property shall be performed in compliance with the CITY rules, regulations and development guidelines.

Section 700 Commercial Aeronautical Activities

700.01 All commercial aeronautical activities performed on the Airport must be approved by the CITY and be conducted in accordance with the Minimum Standards for Commercial Aeronautical Activities.
However, special services may be rendered or special facilities may be provided on such terms as the CITY may prescribe from time to time.

Section 800 Fire/Storage/Disposal Regulations

800.1 The use and storage of all flammables, hazardous liquids and materials shall be in compliance with the Statutes of the State of Utah, the Uniform Fire Code, State's Department of Environmental Protection, and the applicable Storm Water Management Plan.

800.2 Open flame operations may be conducted on the Airport only in designated areas and with the authorization of the **Airport Manager** and the Fire Chief.

800.3 The placement of any storage container, locker, structure or bin on the Airport ramp areas must comply with the Uniform Fire Code and be approved by the **Airport Manager** as to type, placement, size and color.

800.4 Lubricating oils and hazardous liquids shall be disposed of and or stored in a manner compatible with the **Airport's published procedures and Storm Water Pollution and Prevention Plan**, the Uniform Fire Code and the Utah Revised Statutes.

800.5 No fuels, oils, dopes, paints, solvents, acids or any other hazardous liquids shall be disposed of or dumped in **sinks, floor drains, sewer connections, outdoor storm-drains**, on ramp areas, catch basins or ditches or elsewhere on the Airport.

800.6 Unless otherwise provided in a lease or other agreement, no person shall use any areas of the Airport for the storage of property without permission of the **Airport Manager**. **The storage of waste materials and trash at the Airport is prohibited unless it is placed in suitable receptacles with self-closing covers.**

800.7 Smoking, matches, lighters and open flame are prohibited within 50 ft. of any aircraft and within 100 ft. of any fuel storage area or any aircraft being fueled or defueled.

Deleted: Management

Formatted: Highlight

- 800.8 Hangar floors shall be kept free from the accumulation of oil, grease, flammable liquids, rags or other waste materials.
- 800.9 Drip pans shall be placed under any stored aircraft that has the potential to leak or at the request of the Airport Manager.
- 800.10 Any person who experiences overflowing or spilling of oil, grease, fuel or similar material anywhere on the Airport is responsible for the immediate clean-up of the spill and notification of the Airport Manager. Failure to clean the area may result in the Airport providing the cleanup at the expense of the responsible party.
- 800.11 Doping processes, painting, or paint stripping shall be performed in hangars approved for that activity and in compliance with the Uniform Fire Code and applicable Storm Water Management Plan.
- 800.12 All empty oil, paint and varnish cans, bottles or other containers shall be removed from the premises in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, shops or other buildings.
- 800.13 No empty boxes, crates, rubbish, paper or litter of any kind shall be permitted to be stored in or about the hangars.
- 800.14 All heating equipment and fuel burning appliances installed on the Airport shall comply with the requirements of CITY, the Uniform Fire Code, and the Fire Chief.
- 800.15 Any fuel spillage must be reported immediately to the Airport by dialing - - -. Details of all spillages must be reported to the Airport Manager.

Section 900 Fueling Operations

- 900.1 Fueling of aircraft on the Airport shall be performed only by those companies or individuals that have received authorization from the CITY to do so and shall comply with all orders, procedures and standards set forth by the CITY, CFR Part 139.321, and NFPA 407.
- 900.2 All fueling operations on the Airport shall be in accordance with the directives of the Fire Chief, and the Uniform Fire Code.
- 900.3 All fueling agents on the airport will be subject to inspections of the vehicles and facilities in accordance with the airport's inspection requirements. Any violations not corrected in allotted time will result in suspension of fueling practices until corrected.
- 900.4 No aircraft shall be fueled while an engine is running or while parked inside a fixed structure.
- 900.5 Fueling or defueling operations shall be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified annually as required by law and all personnel involved with fueling operations shall be properly trained and certified to conduct those operations including training on the use of fire extinguishers.
- 900.6 Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity of the aircraft is prohibited.

- 900.7 No aircraft shall be fueled or defueled if an electrical storm is in progress within 3 miles of the Airport and/or until 15 minutes after the last thunderclap is heard.
- 900.8 During fueling or defueling, the aircraft and the dispensing apparatus shall both be bonded to equalize voltage potential.
- 900.9 All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a bonding device to prevent ignition of volatile liquids.
- 900.10 Fueling vehicle operators shall not operate the vehicle in reverse anywhere on the Airport unless an attendant is present outside the vehicle to assist.
- 900.11 No aircraft shall be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the cabin door, the door is in the open position and an attendant is present at or near the door. If an incapacitated patient is on board during fueling operations fire department personnel must be standing by at the scene.
- 900.12 Persons engaged in the fueling of aircraft shall exercise care to prevent overflow of fuel and shall be responsible for the immediate cleanup if a spillage should occur.
- 900.13 All mobile refuelers and portable fuel tanks must be stored within secondary containment areas or be able to meet applicable EPA and Uniform Fire Codes for secondary containment.

Section 1000 Security

- 1000.01 No person may enter or be on the AOA unless he or she is:
- A. In possession of an **Airport Identification Badge** as prescribed in the Airport Security Program and in their authorized area; or
 - B. Being escorted by a person who is on possession of an Airport Identification Badge and in their authorized area; or
 - C. In case of an authorized lessee with customers, guests, or persons requiring access to their immediate leasehold with escort by a person who is an employee or representative of said lessee and in possession of an Airport Identification Badge and in their authorized area.
- 1000.02 All persons within the Airport Operations Area must be able to provide their airport issued identification badge immediately when challenged by any badge possessed individual.
- 1000.03 Responsibility to Challenge – It is the responsibility of every individual issued an airport identification badge allowing access to the AOA to:
- A. Challenge the authority or purpose of a person(s) who attempts to enter the AOA without possession of an identification badge and to prevent them from entering the AOA if a proper identification is not produced.
 - B. Notify Airport Operations or CITY Police Department immediately if the unauthorized person(s) individual will not leave the AOA.
- 1000.04 Firearms, Explosives, Munitions, and Pyrotechnics – Only person(s) authorized by the

Commented [CAL15]: Do we need this? Particularly Identification Badge

State Statutes and the Airport Manager or his/her designee may be permitted to carry any Firearms, Explosives, Munitions, and Pyrotechnics.

1000.05 Discharge of any weapon on the Airport except in the performance of official duties or in the lawful defense of life or property is prohibited

1000.06 Employees will adhere to all other security procedures as outlined by the Airport Security Manual or issued by the Transportation Security Administration.

1000.07 Any person(s) who do not comply with or adhere to the Airport Security Program can have their access privileges revoked and be trespassed from the Airport Property.