

CEDAR CITY REGIONAL AIRPORT CEDAR CITY, UTAH



RULES AND REGULATIONS AND MINIMUM STANDARDS

Amended and Passed
by the City Council
April 28, 2021

TABLE OF CONTENTS

INTRODUCTION

CHAPTER I - GENERAL PROVISIONS

- Section 1 Purpose
- Section 2 Definitions

CHAPTER II - RULES AND REGULATIONS

Part 1 **General**

- Section 1 Airport Manager
- Section 2 Public Use
- Section 3 Common Use Areas
- Section 4 Ground Vehicular Traffic & Parking
- Section 5 Pedestrians
- Section 6 Exterior Advertising & Signs
- Section 7 Operators to Keep Rules & Regulations Available
- Section 8 Flagging and/or Hawking Prohibited
- Section 9 Refuse
- Section 10 Approval of Construction
- Section 11 Waiver of Rules and Regulations and Minimum Standards Provisions
- Section 12 Acts of God

Part 2 **Aircraft Operation**

- Section 1 General
- Section 2 Aircraft Parking/Maintenance
- Section 3 Fire Regulations

Part 3 **Violations**

- Section 1 General

Part 4 **Government Agreements**

- Section 1 War or National Emergency
- Section 2 Leases Subordinate to Government Lease
- Section 3 Minority Business Enterprises

Part 5 **Airport Master Plan / Airport Layout Plan**

- Section 1 FBO/Operator Approval Not Required

Part 6 **Reservation of Rights to Individual Users**

- Section 1 Explanation of Rights and Duties Imposed

CHAPTER III - MINIMUM STANDARDS

- Section 1 Special Events
- Section 2 Glider Operations
- Section 3 Business Activities
- Section 4 Action on Application
- Section 5 Supporting Documents
- Section 6 Airport Leases Non-Transferable
- Section 7 Rates

CHAPTER IV - AIRPORT OPERATORS, LEASES AND CONCESSIONS

- Section 1 Fixed Base Operator (FBO)
- Section 2 Self-Fueling
- Section 3 Specialized Aviation Services Operators (SASO) at the Airport
- Section 4 Flying Clubs
- Section 5 Independent Flight Instructors
- Section 6 Personal Aircraft Sales & Leases
- Section 7 Specialized Commercial Activities
- Section 8 Helicopter/Rotorcraft Flight School Operating Protocols

CHAPTER V - AIRPORT LEASE POLICIES

- Section 1 Lease Term
- Section 2 Lease Rate
- Section 3 Utilities
- Section 4 Facility Maintenance
- Section 5 Construction/Modifications to A City Owned Facility

CHAPTER VI – DEVELOPMENT STANDARDS

- Section 1 Purpose
- Section 2 Development Standards
 - Section 2.1 Site Plan Review / Permits
 - Section 2.2 Setbacks
 - Section 2.3 Height Restrictions
 - Section 2.4 Hangar Size
 - Section 2.5 Architecture
- Section 3 Paved Access
- Section 4 Storm Water Systems
- Section 5 Signs
- Section 6 Lighting
- Section 7 Landscape
- Section 8 Sidewalks

Section 9	Parking
Section 10	Outdoor Storage
Section 11	Utilities
Section 12	Temporary Buildings
Section 13	Snow Removal
Section 14	Refuse
Section 15	Fencing
Section 16	Office and Apartments in Hangars
Section 17	Construction Standard
Section 18	Clean Up and Reclamation

INTRODUCTION

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

The Airport is a public use facility served by scheduled air carriers for passenger carriage and cargo, air charter and air taxi operators, flight schools, crop dusters and medical transport operators, and is utilized by aircraft owners, operators, pilots and passengers for their air transportation needs, businesses and recreational flying activities.

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

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

These Rules and Regulations and Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7 guidance. Moreover, to the extent that the Airport or City has undertaken Federal Grant Obligations and has made certain Federal Grant Assurances, it is the policy of the Airport and City to abide by all such Obligations and Assurances. In the event of a conflict between these Rules and Regulations and the terms of any Federal Grant Obligations and/or Federal Grant Assurances, the terms of the Federal Grant Obligations and/or Federal Grant Assurances shall supersede and control.

CHAPTER I

GENERAL PROVISIONS

Section 1 Purpose

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

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

Section 2 Definitions

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

- A. *Aeronautical Activity* - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within the definition, commonly conducted on airports include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.
- B. *Aircraft* - Aircraft shall have that meaning specified in Title 49 United States Code and in Federal Aviation Regulation Section 1.1 and includes a device that is used or intended to be used for flight in the air, including but not limited to, airplanes, rotorcraft and helicopters, gliders, ultralights and lighter than air vehicles.
- C. *Airport Layout Plan* - The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Cedar City Regional Airport.

- D. *Board* - Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.
- E. *Cedar City Regional Airport* - Referred to as the “Airport”, means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout Plan.
- F. *City of Cedar City* - Referred to as the “City”, means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.
- G. *Commercial Aeronautical Activity* - Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.
- H. *CTAF* - The Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area.
- I. *Entity* - A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.
- J. *Fixed Base Operator (FBO)* - A commercial business granted the right by the City to operate on or at the Airport and provide aeronautical services such as (by way of example and not limitation) fueling, hangar parking, tie-down and parking, aircraft rental, aircraft maintenance and flight instruction.
- K. *Fuel Staging* – Area designated by the Airport Manager for staging fuel service vehicles and equipment necessary for direct aircraft refueling.
- L. *Fuel Storage* – Fuel storage tanks used for the method of storing or containing fuel to be used in an airport fueling operation.
- M. *GPU* - A Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.
- N. *Manager* - Means the Airport Manager of the Cedar City Regional Airport

who is the designated person appointed by the City.

- O. *Minimum Standards* - Qualifications established by the Cedar City Regional Airport Board as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport and or for a land or facility lease.
- P. *Movement Area* - The runways, taxiways and other areas of an airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- Q. *Non-Aeronautical Activity* - Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- R. *Non-Commercial Aeronautical Activity* - Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is(are) accomplished.
- S. *Non-Commercial Flying Club* - Any combination in which three (3) or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- T. *Non-Movement Area* – Includes the taxiway, helipad and parking aprons.
- U. *Operator* - Means use, cause to use or authorize to use aircraft, for the purpose of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise.)
- V. *Operate Aircraft and Operation of Aircraft* – Means using aircraft for the purposes of air navigation, including the navigation of aircraft and causing or authorizing the operation of aircraft with or without the right of legal control of the aircraft.
- W. *Regulations and Standards* – The rules, regulations and standards as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.
- X. *Specialized Aviation Service Operator (SASO)* - A commercial aeronautical activity that provides one or more commercial services as outlined in

Chapter IV.

- Y. *UNICOM* - Refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.
- Z. *Federal Grant Obligations* – Any and all obligations of the City arising out of or in connection with a Federal grant program, airport development assistance or Federal Aid, including but not limited to obligations arising under the Surplus Property Act of 1944 (49 U.S.C. Secs. 47151-47153), the Federal Air to Airports Program, the Airport Development Aid Program and the Airport Improvement Program.
- AA. *Federal Grant Assurances* – A provision within a Federal Grant Agreement to which the City, as recipient of Federal airport assistance, has agreed to comply in consideration of the assistance provided. Grant assurances are required by Federal Statute (49 U.S.C. Sec. 47101.)
- BB. *Exclusive Right* – The power, privilege or other right excluding or debarring another firm from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement, or by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

CHAPTER II

RULES AND REGULATIONS

PART I: GENERAL

Introduction

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

Section 1 Airport Manager

The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport

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

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

Section 2 Public Use

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

Section 3 Common Use Areas

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

Section 4 Ground Vehicular Traffic and Parking

Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, or official airport vehicles, or other vehicles approved by Airport Manager, no person shall take or drive any vehicle on

the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Vehicles shall not be parked and left unattended on the Airport aircraft movement/parking areas. The speed limit for vehicles operated in the Airport Operations Area (AOA) is fifteen (15) mph. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager.

Vehicles out of registration or in a non- street legal operating condition are not permitted on airport property unless stored in a hangar or with the Airport Manager's approval. Violators will have their vehicle towed at the owner's expense.

Vehicles, trailers, and/or personal property abandoned on Airport property for longer than 30 days will be disposed of or removed from the Airport at the owner's expense.

Section 5 **Pedestrians**

For their own protection, all pedestrians must remain clear of movement areas at all times. Pedestrians are only permitted in the Airport Operations Area (AOA) if they have an operational need to be in the AOA.

Section 6 **Exterior Advertising and Signs**

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

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

All operators based at the Airport shall keep a current copy of these regulations and standards posted in hangar or place of business and available for viewing to all who enter. It is the responsibility of all owners of aircraft based at the Airport and pilots who use the Airport to be familiar with the contents of this document. Those operating at the Airport bear the responsibility for compliance and ignorance is not an excuse for violation of any rule, regulation, or minimum standard. Airport Rules and Regulations and Minimum Standards are available electronically at www.cedarcity.org.

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

"Flagging" and/or "Hawking" for the purposes of these regulations and standards is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City).

Section 9 Refuse (Recyclable and Non-Recyclable Waste)

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

Section 10 Approval of Construction

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

New construction of airport hangars must comply with the appropriate provisions of the currently adopted International Building Code as amended by the current Utah Building Code and NFPA (National Fire Protection Agency) requirements as well as Federal, State and local laws pertaining to airports and hangars. Should any discrepancies occur between these requirements, it is the duty of the design professional to consult with the Cedar City Engineer’s office, the Cedar City Building Division and/or Cedar City Fire Department as appropriate for resolution.

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

Section 11 Waiver of Rules and Regulations and Minimum Standards Provisions

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

Section 12 Acts of God

Nothing contained in these regulations and standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility

which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the City.

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

PART II: AIRCRAFT OPERATION

Section 1 **General**

- a. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA, and DOT and other appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
- b. The Cedar City Regional Airport is a non-towered airport. All aircraft must have radio equipment permitting two-way communications to monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern.
- c. The official FAA traffic pattern chart is made a part of these regulations and standards and every person operating an aircraft is recommended to follow the FAA designated pattern.
- d. Unless a Notice to Airmen (NOTAM) has been issued and except for special circumstances or emergency situations, all aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport. Taxiways are to be used exclusively for the movement of aircraft to and from runways.
- e. In the event the Airport Manager believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within the Managers' authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that such unsafe conditions may be corrected.
- f. In the event any aircraft is damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified

by the aircraft owner, operator or pilot and/or FBO. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxiways, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the aircraft owners and or operator's expense if the aircraft is impacting airport operations and the owner and/or operator fails to respond in a timely manner.

- g. Landing on Runway 2/20 is restricted to aircraft with rubber wheel type landing gear configurations. Aircraft equipped with pontoons, skids or skis are not permitted to land or touchdown on any runway surface except in an emergency.

Section 2 Aircraft Parking/Maintenance

- a. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons that are identified by the Airport Layout Plan. All aircraft parked outside on any airport apron must be fully operational and hold a valid Airworthiness Certificate.
- b. Operators shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Operators also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by any Operator lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down rope and grass surfaces.
- c. All maintenance to aircraft or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxiways, ramps, aprons, and fueling/service areas.
- d. The washing of aircraft, equipment, or items such as fuel trucks, etc. is not permitted on the airport. This practice would result in oils, fuels, lubricants, etc. entering the storm water drain system.
- e. Painting of aircraft, equipment, etc. is not permitted on the airport without first obtaining required federal, state, and city environmental permits.

Section 3 Fire Regulations

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

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property.

- a. No person shall fuel or drain fuel from any aircraft while the engine is running or while such aircraft is in a hangar or enclosed space. All fueling procedures shall be in strict compliance with NFPA 407 requirements.
- b. No person shall use flammable or volatile liquids in cleaning aircraft engines, propellers, and other aircraft components unless such cleaning occurs in open air or in a facility designed for such use with proper ventilation and equipped with adequate and readily accessible fire extinguishers.
- c. Each hangar shall have at a minimum two (2) 2A10BC approved fire extinguishers mounted on brackets on opposite walls next to hangar access door. All tenants or lessees are responsible to provide and maintain fire extinguishers.
- d. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with applicable codes and regulations. No person shall store any lubricating oils on the Airport except in specified and labeled containers or receptacles.
- e. All persons on the Airport shall keep all areas of the premises leased or used by them, clean and free of oil, grease, and other flammable materials. Hangar floors shall be kept clean, free from waste materials or other trash and rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care.
- f. No person shall smoke or ignite any matches, flares, lighters, or other objects which produce an open flame anywhere within a hangar, shop building, or structure in which any aircraft is or may be stored, or in which any fuel, oil or flammable substance is stored, or within fifty (50) feet of any aircraft or any fueling facilities.

PART III VIOLATIONS

Section 1 General

Any person may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager, depending on the seriousness of

the violation, for security violations, failure to pay required fees, violation of these regulations and standards, violation of City ordinances and laws, Federal Aviation Regulation violations, or violations of all other rules and regulations set forth by the United States government; and, unless provided for elsewhere within this document, in addition, may be subject to any penalties otherwise provided by City ordinance or law, Federal Aviation Regulations, and all other rules and regulations of the United States government.

The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within fourteen (14) days of any such removal or ejection, render to the person removed or ejected under this section, a letter to the last known mailing address delineating the specific violation of these regulations and standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within ten (10) days of their receipt of such letter from the City. Requests for appeals must be made in writing within those ten (10) days. The appeal shall be heard by the City Manager. At that time, the City Manager may choose to override the appeal or reduce the amount of time of the ejection. A decision on the appeal will be rendered in writing within fifteen (15) days of hearing the appeal.

PART IV GOVERNMENT AGREEMENTS

Section 1 War or National Emergency

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

Section 2 Leases Subordinate to Government Lease

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

Section 3 Minority Business Enterprises

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

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

MBE = 10%

WBE = 10%

PART V AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN

Section 1 FBO Approval Not Required

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

PART VI RESERVATION OF RIGHTS TO INDIVIDUAL USERS

Section 1 Explanation of Rights and Duties Imposed

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

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

repairs shall be conducted within the area designated for owner/operator maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.

- d. All individual users shall comply with these regulations and standards regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
- e. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity. Approval to deviate from non-aviation use to commercial/industrial use must be justified and granted by the Airport Board. Non-aviation use facilities are limited to facilities that do not have direct access to any ramp, taxiway or runway. User must ensure there is adequate parking for the anticipated use. The size and number of stalls shall be according to the Cedar City Zoning Ordinance.
- f. Nothing herein shall be construed as restricting the full use and enjoyment of Cedar City Regional Airport by all individual aircraft owners, operators, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.
- g. User fees are established by City Ordinance and must be paid no later than the 15th of each month for all airport related activities occurring the previous month.

CHAPTER III

MINIMUM STANDARDS

Section 1 **Special Events**

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified not less than forty-eight (48) hours in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. If the special event occurs during the hours of a scheduled air carrier service, notification to the Airport Manager must be submitted no less than ninety (90) days in advance to allow the Airport Administration to submit a change condition with the Transportation Security Administration. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

Section 2 Glider Operations

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

Section 3 Business Activities

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

Section 4 Action on Application

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

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules and regulations; or
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport; or
- c. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or
- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
- e. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or

- f. The development or use of the area requested by the applicant will result in depriving existing Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Operator's area; or
- g. Any party applying, or interested in the business, has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents; or
- h. Any party applying, or interested in the business, has a record violating these regulations and standards, or the regulations and standards of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
- i. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
- j. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
- k. The applicant does not appear to have or have access to the operating funds necessary to conduct the proposed operation; or
- l. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance or state or federal law of such a nature that it indicates to the City that the applicant would not be a desirable operator on the Airport.
- m. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

Section 5 Supporting Documents

All applicants shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City. Applicants must grant the City the authority to conduct a Criminal History Records Check and a current Credit Report. A non-refundable initial application fee is required at time of application submission.

- a. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the intended business. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received. Upon review of the financial statement, the evaluation committee may require additional information such as bank statements, Profit/Loss statements, etc.
- b. A description of previous experience in Airport Service and a listing of key personnel to be assigned to the Cedar City Regional Airport with duties, responsibilities, and similar experience.
- c. A written authorization for the FAA, and all Aviation or Aeronautic Commissions, Administrators, or Departments of all States in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant of the operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- d. A written listing of the assets owned or being purchased which will be used in the business on the airport.
- e. A current credit report covering all areas in which the applicant has done business during the past five (5) years. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect.
- f. Most recent two (2) years of maintenance and flight records for all aircraft proposed to be used by the FBO.
- g. A copy of all licenses/certificates held by any individual or business entity proposed to be part of the FBO.
- h. The applicant must disclose any business entities they have participated in as an owner, agent, member, partner, incorporator, manager, managing partner, or in any other corporate capacity.
- i. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received.
- j. All FBO(s) with their initial application shall furnish to the Airport Board/City:

- (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. Cedar City Corporation must be listed as Certificate Holder.
- (2) A current address and telephone number.

Section 6 Airport Leases Non-Transferable

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these regulations and standards. No City-owned facilities or hangars, or any portion thereof, may be assigned or sublet by the LESSEE by any means. The lease holder of any assigned or transferred lease shall pay the current raw land lease rate as adopted by Airport Board and City Council and amended from time to time.

City-owned facilities leased on the Airport where the LESSEE is identified as a business, must give thirty (30) days written notice of new ownership to Cedar City Corporation if the ownership of the business is being altered or sold.

Section 7 Rates

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

CHAPTER IV

AIRPORT OPERATORS, LEASES AND CONCESSIONS

Section 1 Fixed Base Operator (FBO)

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City;

has met the qualifications, standards and requirements of these regulations and standards; and has paid the required fees.

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

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

(2) Aircraft Charter/Rental Service that shall require the FBO to have a minimum of one (1) serviceable and well maintained aircraft on the Cedar City Regional Airport at all times, one of which must have at least 4 seats and be IFR capable. The aircraft may be absent from the airport if they are rented, chartered, or in short term (less than three (3) weeks) maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than twenty-four (24) hour notice. All Charter services shall be conducted under 14 CFR Part 135. It is mandatory that all charter enplanements be recorded and reported to the appropriate federal authorities as directed by the Airport Manager. A copy of licenses/certificates must be furnished to Airport Manager.

(3) Ground and Flight Instruction will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for not less than forty (40) hours per week at the Cedar City Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(4) The FBO shall provide aircraft maintenance by an aircraft mechanic with inspection authority. The mechanic shall be: (i) available on the airport for a minimum of forty (40) hours per week; and (ii) must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform

the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

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

(6) All fuel sold by the FBO on Cedar City Regional Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are twenty-two thousand (22,000) gallons of Jet A, and twenty-two (22,000) gallons of 100LL aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager. Minimum fuel delivery truck requirements are eight thousand (8,000) gallons of Jet A and one thousand seven hundred and fifty (1,750) gallons of 100LL aviation fuel. The FBO shall operate mobile fuel truck only on the areas in which it is requested to provide such service.

(7) Each FBO must provide self-serve fuel dispensing equipment with a minimum of one thousand (1,000) gallons of 100 LL aviation fuel. Dispensing location must be approved by City Fire Marshall and Airport Manager. Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide twenty-four (24) hour a day fuel dispensing capability.

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

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

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

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

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

(13) The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshaling and towing, ground power service, oxygen service and lavatory service.

(14) The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than twelve (12) hours per day, seven (7) days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one (1) qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

(15) A minimum of two (2) ground support vehicles equipped with roof mounted beacon and vehicle mounted CTAF radios must be provided. A minimum of four (4) airline style baggage carts must be provided for the purpose of assisting visiting charter operators to the airport. Snow removal equipment must be provided for the purpose of clearing apron space to allow airplanes to safely operate in the area of the FBO location. A minimum of four (4) courtesy vehicles must be available twenty-four (24) hours per day for use by transient pilots and charter crew members.

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

(17) The FBO shall provide adequate hangar rental space to accommodate based and or transient aircraft including Turboprop and Business Jet Aircraft. .

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

All other minimum requirements referenced below in Section 3 for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

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

FBOs are automatically licensed to perform any of the functions defined in Section 3 paragraph b.

Section 2 Self-Fueling

a. Fuel Safety

All transportation, storage and other handling of all fuel including aviation and vehicle fuel shall comply with the Cedar City Fire Code, FAA Advisory Circular 150/5230-4B, most current version of NFPA 407 Standard, most current version of International Fire Code, all requirements of the Rules and Regulations, and all other applicable laws and standards. The Airport Manager has the right to prohibit self-fueling services at any time if the operation is deemed unsafe for violation of the above requirements.

Permittee shall be solely and fully responsible and liable in the event Permittee's self-fueling operations cause or permit hazardous material(s) to be released on Airport property. If any release of hazardous material(s) occurs on Airport property, the material(s) will be removed and secured in accordance with all applicable government regulations at the Permittee's sole cost and expense. In addition to all other rights and remedies of the City, if the Permittee does not immediately clean up and remove such hazardous material(s), the City may pay to have the material(s) removed and Permittee shall reimburse the City any costs incurred by the cleanup.

b. Commercial Fueling Activities

No person or company may conduct any commercial fueling activities outside their own registered based aircraft at the Airport except for activities conducted by a Tenant operating as a Fixed Based Operator and in accordance with the defined terms within the Tenant's lease. Selling of fuel on airport property is prohibited except by such Tenants who are defined by the City as a Fixed Based Operator.

c. Staging of Aircraft Fuel Trucks, Trailers, and other Aircraft Refueling Devices

Unauthorized storage of fuel dispensing equipment is not permitted on Airport property.

Aircraft refueling vehicles and other moveable aircraft fuel containers and refueling devices on Airport property shall be staged outside in an approved staging position as established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time. The said staging position must meet all requirements as defined by the documents referred to in Section 2.a of this Chapter.

Multiple aircraft refueling vehicles must meet the minimum parking separation standard as defined in supporting documents in Section 2.a of this Chapter.

No aircraft refueling vehicle, empty or otherwise, may be brought into, stored, or staged inside any building at the Airport.

No more than five (5) gallons of fuel may be brought onto Airport property at any given time unless the operator has applied for and received a self-fueling permit issued by the Airport Manager, or operates as a certified Fixed Based Operator as established by the City. Fuel storage of any kind is not permitted inside any structure of the Airport.

d. Storage of Fuel

All fuel storage over five (5) gallons must be stored in an approved fuel farm facility with proper spill prevention and containment requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

No fuel storage over five (5) gallons shall be stored on airport property unless specifically approved in a written lease agreement with the City.

e. Transferring of Fuel

Transferring fuel from vehicle to vehicle on Airport property is strictly prohibited. Fuel transfer will only take place from an approved fuel farm facility, with a fuel loading rack, with proper spill prevention and containment requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

f. Aircraft Refueling and Defueling

All aircraft refueling and defueling procedures shall be performed outdoors in designated fueling areas as established by the Airport Manager. Aircraft refueling and defueling procedures must meet the standards previously referred to in Section 2.a of this Chapter.

g. Open Flames

Open flames are prohibited on the airside area of the Airport unless approved and permitted by the Airport Manager. Lighted, open flame devices shall include, but not be limited to, the following:

- (1) Exposed flame heaters
- (2) Liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters
- (3) Gas or charcoal cooking grills

h. Fire Extinguishers

- (1) All Airport Tenants shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by the City Fire Department. Each fire extinguisher shall carry a suitable tag showing the date of the most recent inspection.
- (2) Any discharge of any fire extinguisher equipment on Airport property, regardless of the circumstances, shall be reported to the Airport Manager immediately.
- (3) At least two (2) fire extinguishers, each having a rate of 20-BC, shall be readily available for use in connection with any aircraft fueling operations.

i. Self-Fueling and Fuel Co-ops

Except as may be prohibited by other provisions in these regulations and standards and any other applicable law, owners of a based aircraft desiring to self-fuel their own aircraft must apply for and receive a self-fueling permit issued by the Airport Manager. Self-fueling activities must be performed by the owner or operator of the aircraft using his or her own employees and equipment. These services cannot be contracted out. Self-fueling permits do not apply to the use of the self-service fueling facility provided by the Fixed Based Operator or any amount of fuel under five (5) gallons. Fuel Co-ops are not permitted on the Airport.

j. Self-Fueling Permit

Applications for self-fueling permits will be submitted to the Airport Manager for approval. All fueling operations shall occur only in areas established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time.

No person or entity shall engage in self-fueling activities until a valid self-fueling permit has been issued by the Airport Manager. The permit will require the operator to indemnify the Airport Owner (Cedar City Corporation), its elected officials, appointed officials, employees and agents from liability for all leaks, spills or any other damage that may result through the handling and dispensing of fuel.

The Airport Manager or other designee has the right to revoke a self-

fueling permit at any time if the self-fueling procedures are deemed unsafe for violation of the requirements shown in Section 2.a.

k. Required Documentation

The applicant at a minimum must submit the following documentation with the self-fueling permit application:

- (1) An original copy of the current and valid driver's licenses of those individuals driving fueling vehicles reflecting any applicable ratings and endorsements.
- (2) A description of fueling equipment and proposed method for fueling, staging and dispensing fuel, and an approved fuel spill containment plan.
- (3) A list of any and all service vehicles that will be stored on Airport must be updated with the Airport Manager and have a designated City approval tag on said vehicles at all times.
- (4) Copies of Certificates of Insurance in the types and amounts shown below:

Worker's Compensation

State: Statutory

Applicable Federal (e.g. USL & H): Statutory

Employer's Liability:

Bodily Injury by Accident: \$2,000,000 each accident

Comprehensive or Commercial General Liability:

\$2,000,000 per occurrence

Umbrella Coverage: \$1,000,000 per occurrence

All certificates shall list the City, its elected officials, appointed officials, employees and agents as "additional insured"

- (5) A list of applicant's personnel who are designated as fuel handlers along with copies of each fuel handlers driver's license and training certification. This list must be updated whenever there are personnel changes and/or every quarter.
- (6) A copy of the proof of ownership documentation for any applicable fuel dispensing equipment.
- (7) Only aircraft owned or have an exclusive lease agreement by Applicant shall be self-fueled. A list of tail numbers for all aircraft to be self-fueled, along with copies of applicable FAA Aircraft Registration Certificates or Applicant's proof of ownership or aircraft lease agreements for the listed aircraft shall be kept current by the Applicant with the Airport Manager's office.
- (8) Proof of compliance with all regulations stated in this Section.

L. Fees

Fuel Flowage Fee – Permittees self-fueling on the Airport are required to pay the current approved fuel flowage fees as explained in the Airport Rate and Fees Structure. This fee will be paid on a monthly basis. The flowage fee payment must be

accompanied by a daily log listing the quantity and types of fuel dispensed into the authorized aircraft and a copy of the delivered fuel receipts from the distributor.

Section 3 Specialized Aviation Services Operators (SASO) at the Airport:

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

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

- b. Types of Operator services include:
 - (1) Aircraft sales
 - (2) Parts and accessories sales
 - (3) Charter operations which include, but are not limited to: passenger or "air taxi;" freight, or delivery; aerial survey; agricultural spraying, etc.
 - (4) Aircraft rental
 - (5) Flight instruction or ground schools
 - (6) Maintenance services which shall include services in one or more of the following:
 - (a) Airframe overhaul and repair
 - (b) Engine overhaul and repair
 - (c) Radio and electrical shop
 - (d) Instrument shop
 - (e) Aircraft interior work
 - (f) Refinishing and painting
 - (g) Interior cleaning

- (7) Aircraft storage, inside and/or outside
 - (8) Specialized commercial activities
- c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Cedar City.
- d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these regulations and standards, the Operator shall meet the following minimum qualifications for each of the following respective services that they may intend to provide:
- (1) Aircraft Sales - The Operator shall provide the office required by these rules and regulations and shall lease from the City at the Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.
 - (2) Parts and Accessories Sales - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business.
 - (3) Charter Operations - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.
 - (4) Aircraft Rental - An Operator shall provide the office required by these rules and regulations and shall lease from the City an area on the Airport of sufficient size to accommodate all aircrafts that will be used at the Airport.
 - (5) Full-Time Flight Instruction and Ground School - The Operator shall provide an office building of sufficient size to provide a suitable classroom with a minimum of two hundred (200) square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport two or more aircraft suitable for flight instruction which comply with the regulations and standards of the FAA.
 - (6) Maintenance Services - An Operator shall provide a shop building which is separated by a fire wall from any hangar or building of sufficient size to accommodate the aircraft for which service is intended, together with all tools and equipment and the office

required by the rules and regulations which building shall contain a minimum of one thousand two hundred (1,200) square feet of inside floor space. In addition, the Operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.

- (7) Aircraft Outside Storage - The Operator must hold a lease to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
 - (8) Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.
- e. Each Operator shall, upon being authorized by the City as the construction of any required physical facilities permits, and subsequent to the execution of a proper lease, as soon as feasible, commence and conduct on a full-time basis all business activities and services.
 - f. Except in cases of an Operator offering T-hangar or inside hangar aircraft storage only, each Operator shall provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day of that Operator which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted. Only one office shall be required of each Operator.
 - g. Unless covered under pre-existing agreement with the City, each Operator approved shall enter into a lease agreement with the City which includes an agreement on the part of Operator to accept, be

bound by, comply with and conduct business operations in accordance with these rules and regulations and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these regulations and standards and the relocation or termination thereof as herein provided.

- h. Unless otherwise provided by the City, operations of the Operator shall be conducted on one area of sufficient size to accommodate services for which the operator holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.
- i. For an Operator to qualify for approval, it must have available sufficient operating funds to conduct the proposed business.
- j. An Operator shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- k. All complaints against any Operator for violation of these regulations and standards shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.
- l. The Operator agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, or business visitors.
- m. To guarantee performance of paragraph (l.) above, the Operator shall secure, at the Operators' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Utah. Copies of all such policies of insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Operator's liability to the City.
- n. The Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall

charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Operator may make reasonably and non-discriminatory discounts, rebates.

- o. The City may, at its discretion, terminate any lease or other agreement authorizing the Operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the Operator's lease, for any cause or reason provided in these rules and regulations, or by law, and in addition thereto, upon the happening of any one or more of the following:
 - (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Operator as bankrupt.
 - (2) The making of the Operator of any general assignment for the benefit of creditors.
 - (3) The abandonment or discontinuance of any permitted operation at the Airport.
 - (4) The failure of the Operator to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations and standards and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Operator to be performed, kept, or preserved, within thirty (30) days from the date written notice from the City has been mailed to delivered to the place of business of the Operator at the Airport.
 - (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Operator.
 - (6) The Operator, or any partner, officer, director, employee or agent thereof commits any of the following:
 - (a) Repeatedly violates any of these rules and regulations; or
 - (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
 - (c) Operates the business of the Operator in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.
 - (7) The discovery that the Operator, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full

disclosure of required information related to its application for an Operator lease agreement with the City.

- p. In the event of such termination, the Operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Operator fail to make such surrender, the City shall have the right at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator at the Airport by force or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Operator hereunder shall cease, and the Operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.
- q. In addition to all other rights and remedies provided in these regulations and standards, the parties shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.
- r. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the regulations and standards, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements and all aircraft, equipment, and all licenses and registrations.
- s. The Operator shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Operator, the City or the Airport Manager are made.

Section 4 Flying Clubs

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

- a. The clubs shall be a nonprofit or not-for-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment

only. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, replacement, and improvement of its aircraft and equipment. Aircraft ownership and control shall be in accordance with one of the following structures:

- (1) Equity Clubs: Ownership of aircraft is vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.).
 - (2) Non-Equity Clubs: Ownership of the aircraft is vested in a third party entity and is leased to the club. The lease must be long term (at least 1 year) and fully exclusive to the flight club. The club must have all operational control, and the aircraft owner must be a member of the club to have flying benefits. A yearly base lease fee and hourly usage rate shall be established. The base lease fee is recommended to be 5% of the aircraft value.
- b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
 - c. The flying club, with its initial application, shall furnish the governing body the following: 1) a copy of its charter and by-laws, 2) its articles of association, partnership agreement or other documentation supporting its existence, 3) a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis, 4) evidence of insurance which must be provided to the City and must demonstrate adequate coverage for all members, aircraft, and storage facilities within the flying club, 5) within the insurance policy include a hold harmless clause in favor of the City, its officers and employees. If at any time the insurance policy is canceled, the Club must file a written notice with the City ten days prior to the cancellation, 6) the club must also provide to the City the number and type of aircraft, and evidence that the aircraft are properly certificated, 7) evidence that ownership is vested in the club or an exclusive lease agreement, and 8) the operating rules of the club. Books and other records of the club shall be made available for review at any reasonable time when requested by the City or other representatives of the governing body.
 - d. The flying club must abide by and comply with all Federal, State and local laws, ordinances, and regulations, including but not limited to the above referenced regulations and standards.

- e. Except when dealing with a club member, all flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm at the airport. However, said flying club may sell or exchange its capital equipment.
- f. A flying club which repeatedly violates any of the above referenced regulations and standards, or permits one or more of its members to do so, will be required to terminate all operations.

Section 5 Independent Flight Instructors

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

- a. Individual flight instructors with their initial application shall furnish to the City:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
- b. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these rules and regulations.
- c. Independent flight instructions are prohibited from selling or leasing any material goods or services in direct competition with existing Operator's on the airport other than those services directly related to the conduct of individual flight training.
- d. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

Section 6 Personal Aircraft Sales and Leases

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

Section 7 Specialized Commercial Activities

a. Parachute Jumping: Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:

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

b. Casual Aircraft Mechanics: An individual desiring to engage in occasional commercial airframe or powerplant or specialized repair service, must provide as a minimum the following:

- (1) A copy of the applicable FAA certification documents;
- (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
- (3) A current address and telephone number.
- (4) A non-refundable annual fee is required to provide services on the airport.

Section 8 Helicopter/Rotorcraft Flight School Operating Protocols

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

1. Landing or touching down with skids is not permitted on Runway 2/20.
2. Any operation on or over the Main Passenger Terminal and Air Carrier Apron is not permitted. This is a TSA Restricted Area.

3. Taxiway C, north of Runway 8/26 is closed for all helicopter/rotorcraft flight school taxiing.
4. Taxiway C, parallel to the terminal apron is closed for all helicopter/rotorcraft taxiing while the terminal apron is occupied by commercial service aircraft.
5. Helicopter flight school operations are not permitted above the Air Tanker Center located on the north end of Taxiway C due to frequent air and ground operations at the Tanker Center. Taxiway A & C north of Runway 8/26 may be closed during active fire season at the airport manager's discretion.
6. Run-on or Slide-on landings will only be accomplished on Taxiway A, south of Runway 8/26. **At no times will Run-on or Slide-on landings be accomplished on any other airport paved surface.** Avoid runway landings during the time commercial aircraft are parked at terminal.
7. Hover practice will be limited to the following locations (space permitting):
 - a. Runway 8/26 (west of Runway 2/20)
 - b. Helipad
8. All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS.
8. A maximum of three helicopter/rotorcraft aircraft will be permitted for pattern training on the east side at any given time. Maintenance flights will also fly on the east side. Only IFR training flights will be allowed on the west side, and their flight pattern must stay between runway 2/20 and Lund Highway.
9. All helicopter/rotorcraft aircraft will utilize traffic patterns established by Airport Management. Fixed wing patterns are on the west side of the airport (right downwind Runway 20). Helicopter patterns are on the east side of the airport (left downwind Runway 20). Outbound departures to the west will follow SR-56. Inbound arrivals from the west will be north of the end of runway 2/20. All other inbound and outbound flights will use the east side. Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.
10. During airport snow removal operations, airport runways and taxiways may not be available for use.
11. All flight operations must avoid the Glide Slope Critical Area and Automated Weather Observation Site, both on the west side of Runway 2/20.

12. When fixed wing aircraft are present in the Cedar City Regional Airport airspace, all helicopter traffic will vacate the established primary runway 2/20 and discontinue use of this runway.
13. All helicopter parking must be in locations approved by airport management.
14. All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.
15. At no time is equipment allowed to be parked on an airport common use area which includes all runways, taxiways and parking aprons.
16. All pedestrian traffic and traffic to and from aircraft will only be allowed on designated paths defined by Airport Manager.
17. All rules and regulations apply to all students and instructors and other flight operations.

Noise Abatement Protocols

All efforts should be made to avoid community/county residential areas for all helicopter operations. To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

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

same buildings each time.

5. When overflying populated areas, look ahead and select the least noise-sensitive route.

NOTE:

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

CHAPTER V

AIRPORT LEASE POLICY

Section 1 Lease Term

The maximum term for any City-owned facilities shall be five (5) years, with additional five-year (5) extension options when agreed to by all parties. The initial term for raw land shall be twenty (20) years with 5-year (5) options subject to re-negotiation. On raw land leases, tenant shall be given one (1) year to obtain building permits or lease will become void.

All airport tenants must provide the Airport Staff twenty-four (24) hour a day / seven (7) days a week access to any facility built on the base Aircraft Inventories, FAA requested searches for missing aircraft, and facility inspections.

Section 2 Lease Rate

Rate will be determined based on the following factors:

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

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

Section 3 Utilities

1. Use of City supplied utilities in common areas will be reflected in the lease rates.

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

Section 4 Facility Maintenance

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

Section 5 Construction/Modifications to a City Owned Facility

1. Plans and specifications and an FAA 7460-1 Form for any construction required or approved by the Operator shall be submitted to the City for review and approval within sixty (60) days from successful negotiations of a lease agreement, and construction thereon shall commence within sixty (60) days from the City's Approval of the plans and specifications. The deadlines provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable building codes and other ordinances and the proper permits, including fees, shall be secured and paid for by the Operator.

2. If the proposed modifications to the facility under lease are deemed to be in the best interest of the lessor, the cost of such modifications will be shared by the tenant and lessor at a ratio negotiated for each specific project.
3. In the event proposed modifications are not deemed to be in the interest of the lessor, the modifications can be made with approval of the lessor, however, the cost of such modifications shall be the responsibility of the tenant.
4. Any modifications made to the facility by either No. 1 or 2 above shall not be removed at lease end without approval of the lessor.
5. Modifications to the facility required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the lessor, given that the use requiring such modifications is agreed to and is part of the original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.

CHAPTER VI

DEVELOPMENT STANDARDS

Section 1 Purpose:

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

Section 2 Development Standards:

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

Section 2.1 Site Plan Review / Permits:

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
 1. Lease agreement terms and conditions
 2. Lot location for the proposed hangar
 3. Development standards
 4. Construction document requirements
 5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Raw Land Lease" to the airport manager at least 7 days prior to the Airport Board meeting where action is required.
- c. FAA Review: The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the FAA for approval. The Airport Manager will offer assistance to the tenant if requested. Form 7460-1 permits can take **ninety (90) days** or more to process and approve. No building permit will be issued until FAA approval of 7460-1.
- d. Permits: The tenant is responsible for obtaining all applicable building permits. All permits shall be obtained before the start of construction. The Airport Board must approve all construction plans prior to issuance of any building permit. Reviews will be accomplished using guidelines in Chapter VI, Section 2.2 through 2.5.
- e. Survey: Tenant will be responsible to hire an engineering firm to survey the desired location and provide a legal description to the Airport for the lease documents. The work performed shall be paid at the tenant's expense.

Section 2.2 Setbacks:

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

- a. Hangars erected at the Cedar City Regional Airport shall have a non-airside side yard setback of no less than 7.5' from an adjoining lease line.
- b. Hangars will be located outside the established taxiway/taxilane object free area.
- c. Hangars shall have a minimum setback of 20' from any public street, airport road or city right of way.

- d. Hangars facing a major access taxiway shall have a setback of no less than that of the longest dimension of the largest aircraft that can be stored in the hangar from the object free area.
- e. The rear setback shall be determined by the specific site location and constraints in the area. Hangars in the development area south of the BLM shall have a rear setback to the center of the utility easement.

Section 2.3 Height Restrictions

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

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

Section 2.4 Hangar Size

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

- a. Hangars constructed at Cedar City Regional Airport shall be a minimum of three thousand six hundred (3,600) square feet.
- b. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.

Section 2.5 Architecture

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

- a. Exterior Wall Finishes: All hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.

- b. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area as determined and approved by the Airport Board. The tenant shall submit a sample of the colors selected as part of the "Application for Raw Land Lease" for approval.
- c. Configuration: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the Airport Advisory Board. Airport Advisory Board.
- e) Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed.
 - i. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.
 - ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

Section 3 Paved Access

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

Section 4 Storm Water Systems

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

Section 5 Signs

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

Section 6 Lighting

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

Section 7 Landscape

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

Section 8 Sidewalks

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

Section 9 Parking

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

Section 10 Outdoor Storage

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

Section 11 Utilities

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

Section 12 Temporary Buildings

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

Section 13 Snow Removal

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

Section 14 Refuse

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

Section 15 Fencing

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

Section 16 Office and Apartments in Hangars

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

Section 17 Construction Standard

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

Section 18 Clean up and Reclamation

The tenant shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. A clean up and reclamation deposit is required. These funds must be placed on deposit with the City before any construction begins. If all cleanup and reclamation is completed by the tenant to the satisfaction of the airport staff, the entire deposit will be returned. If this

work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the tenant's deposit as payment. The remaining deposit (if any) shall be returned to the tenant. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the tenant agrees to pay any additional charges.