



Heber City Airport Minimum Standards

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1 DEFINITIONS

1.1. Agreement

A written, legally enforceable contract between Heber City and any party concerning access to and use of the Heber City Airport, including a lease, license, or permit.

1.2. Air Taxi and Charter Operator

A Commercial Aeronautical Operator engaged in the business of providing air transportation or intrastate common carriage of persons or property for compensation for hire in air commerce, as defined by the Federal Aviation Act of 1958, as amended, and by FAA regulations.

1.3. Aircraft Airframe & Powerplant Repair Operator

A Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services to all aircraft, based and transient, normally frequenting the Airport, including the related sale of aircraft parts and accessories.

1.4. Aircraft Rental Operator

A Commercial Aeronautical Operator engaged in the rental of fixed- and/or rotary-wing aircraft to the general public.

1.5. Aircraft Sales Operator

A Commercial Aeronautical Operator engaged in the sale of new and/or used aircraft or who acts as an aircraft broker.

1.6. Aircraft Storage Operator

A Commercial Aeronautical Operator that develops, constructs, and/or maintains two (2) or more hangar structures for the purpose of selling or subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.

1.7. Airport

Heber City Airport and all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration.

1.8. Avionics, Instrument, or Accessory Maintenance Operator

A Commercial Aeronautical Operator engaged in the business of repairing aircraft

radios, electrical systems, propellers, instruments and/or accessories.

1.9. Commercial Aeronautical Activities

Any aeronautical activity or service conducted on the Airport as a revenue producing business or service activity engaged in for profit, including the activities of an FBO or specialized service operator upon the Airport, and the activities of a general aviation specialty services operator. The subletting of one's private hangar upon the Airport shall not be construed as a commercial aeronautical activity.

1.10. Commercial Aeronautical Operator

An entity or person conducting a Commercial Aeronautical Activity at the Heber City Airport pursuant to an Agreement with Heber City.

1.11. Fixed Based Operator (FBO)

A Commercial Aeronautical Operator providing into-aircraft fueling in addition to certain other required services pursuant to these Minimum Standards.

1.12. Flight Training Operator

A Commercial Aeronautical Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.

1.13. Fixed Based Operator (FBO)

An FBO is a Commercial Aeronautical Operator providing into-wing delivery of avgas and jet fuel, and other required services to all aircraft, based and transient, normally frequenting the Airport.

1.14. Light Aircraft Airframe & Powerplant Repair Operator

A Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services limited to based and transient general aviation piston aircraft, including the related sale of aircraft parts and accessories.

1.15. Minimum Standards

The qualifications set forth herein, which set forth the minimum requirements to be met as a condition for the right to conduct or provide a Commercial Aeronautical Activity on the Airport.

1.16. Rules and Regulations

The most recent, approved version of the Heber City Airport Rules and Regulations.

1.17. Specialized Commercial Flying Services Operator

A Commercial Aeronautical Operator engaged in providing air transportation for hire, as further defined in Section 13 of these Minimum Standards.

1.18. Temporary Permit

Authorization issued by the Airport Manager to allow a Temporary Specialized Aviation Service Operator to conduct one or more Commercial Aeronautical Activities at the Airport on a temporary basis pursuant to Section 14 of these Minimum Standards.

1.19. Temporary Specialized Aviation Service Operator

A Commercial Aeronautical Operator providing specialized assistance with the maintenance of aircraft and/or flight training not otherwise available at the Airport through an existing Commercial Aeronautical Operator, due to either the specialized nature of the maintenance and/or flight training requirement, pursuant to a Temporary Permit issued by the Airport Manager.

1.20. Variance

The grant of a modification to the Minimum Standard requirements, often for only a temporary period to address unique facts or hardships.

1.21. Waiver

The grant of an exemption from a requirement of the Minimum Standards.

2 INTRODUCTION

2.1. Authority

2.1.1. These Minimum Standards are promulgated under the authority of Utah Code § 72-10-207, which grants the City, through the Heber City Council, the power to operate and establish rules for the use of the Airport. The Minimum Standards are also adopted pursuant to the City's authority as the owner, operator, and proprietor of the Airport. All leases, licenses, permits, and other Agreements authorizing the use of Airport property and facilities shall require compliance with the Minimum Standards.

2.1.2. In addition to the Minimum Standards, all persons on the Airport are subject at all times to all applicable provisions of federal law, the laws of the State of Utah, the Wasatch County Code, the Heber City Municipal Code, and the Heber City Airport Rules and Regulations.

2.1.3. The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user

- thereof. The City reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available, including without limitation immunity or defenses pursuant to the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et seq.*, as it may be amended from time to time.
- 2.1.4. References and citations in the Minimum Standards to ordinances, laws, regulations, policies, standards, and guidelines include any amendments or revisions thereto that may be adopted or promulgated subsequent to the adoption of these Minimum Standards.
 - 2.1.5. The Airport Manager has primary responsibility for the interpretation and application of the Minimum Standards and is authorized to issue citations, directives, adequacy determinations, and interpretive guidance in conformity with the Minimum Standards and the Rules and Regulations.
 - 2.1.6. The invalidation of any specific minimum standard or provision herein shall not affect the validity of the remainder of the Minimum Standards.
 - 2.1.7. These Minimum Standards are subordinate to all agreements between the City and the FAA, including the FAA Airport Improvement Program grant assurances and Advisory Circulars incorporated thereby, as both may be from time to time amended. In the event that FAA grant assurances or Advisory Circulars prescribe a more stringent standard than contained in these Minimum Standards, the more stringent standard shall control.

2.2. Purpose

- 2.2.1. The purpose of these Minimum Standards is to promote safety in all Airport activities, protect Airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all Airport users, promote the orderly development of Airport land, ensure efficiency of operations, provide a clear and objective distinction between Commercial Aeronautical Operators that provide a satisfactory level of service and those that do not, and prevent disputes between Commercial Aeronautical Operators and the City.

2.3. Applicability

- 2.3.1. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more Commercial Aeronautical Activities at the Airport, including Fixed Based Operators (FBOs) and Specialized Aviation Service Operators (SASOs).
- 2.3.1.1. An FBO is a Commercial Aeronautical Operator providing into-aircraft fueling in addition to certain other required services. The City's policy is to require the bundling of Commercial Aeronautical Activities in exchange for the non-exclusive privilege of conducting full-service commercial fuel sales and other line services at the Airport.
- 2.3.1.2. Other Commercial Aeronautical Operators may provide one or more services, products, and facilities at the Airport, other than full-service commercial fuel sales, in accordance with the Minimum Standards. Each such entity is known as a SASO.
- 2.3.2. These Minimum Standards also apply to the City to the extent that the City conducts a Commercial Aeronautical Activity covered by these Minimum Standards at the Airport, except where the City has exercised its proprietary exclusive right to provide one or more aeronautical activities at the Airport.
- 2.3.3. Except as prescribed herein or pursuant to an Agreement, the standards and requirements specified in these Minimum Standards are minimums and may be exceeded. All entities are encouraged to exceed the applicable minimum standards.
- 2.3.4. Except as provided herein, no entity shall be allowed to engage in Commercial Aeronautical Activities at the Airport under conditions that do not, in the City Council's sole discretion, meet these Minimum Standards.
- 2.3.5. Except as expressly provided in a lease, license, permit, or other Agreement authorizing the use of Airport property and facilities, the Minimum Standards supersede all previous minimum standards governing use of the Airport.

- 2.3.6. The City shall require compliance with the Minimum Standards in any lease, license, permit, or other Agreement executed after the adoption of the Minimum Standards. The City will also require compliance with the Minimum Standards in any material amendment or extension to an existing Agreement authorizing one or more Commercial Aeronautical Activities at the Airport to the maximum extent permissible under such existing Agreement.
- 2.3.7. These Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.
- 2.4. Non-Covered Entities and Activities
- 2.4.1. The Minimum Standards shall not apply to the following Entities:
- 2.4.1.1. Air carriers, air taxi, and/or air charter operators accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft not based at the Airport.
- 2.4.1.2. Flight instructors accessing the Airport for the limited purpose of picking up or dropping off a student pilot in an aircraft that is not based at the Airport.
- 2.4.1.3. Specialized Commercial Flying Services providing aerial firefighting services and/or support under contract with the federal or a state government or an agency thereof.
- 2.4.1.4. An entity performing one or more of the above services shall not be deemed a Commercial Aeronautical Operator under the Minimum Standards, unless the entity also performs or seeks to perform an additional Commercial Aeronautical Activity as defined herein.
- 2.4.2. The Minimum Standards shall not apply to the following Activities:
- 2.4.2.1. Non-Commercial Aeronautical Activities, including, without limitation, private, non-commercial hangar storage. Non-Commercial Aeronautical Activities may be subject to the Rules and Regulations, as well as the terms of an Agreement with the City.
- 2.4.2.2. Self-service and self-fueling, to the extent permitted by the Rules and Regulations and the terms of a permit, license, or other Agreement with the City authorizing such activity.
- 2.5. Prohibited Activities
- 2.5.1. Through-the-Fence Operations. All Through-the-Fence (“TTF”) Operations are forbidden. The City’s obligation to make the Airport available for the use

- and benefit of the public does not extend to providing access to the Airport from adjacent property. Such TTF Operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to the physical means of access.
- 2.5.2. Cross-Ownership. In order to avoid granting exclusive rights, no person or entity may hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in more than one on-Airport Commercial Aeronautical Operator without express written permission from the Airport Manager, which shall be granted provided such ownership or control would not result in an exclusive right.
- 2.6. Additive Standards and Conflicts
- 2.6.1. Unless authorized in writing by the Airport Manager as provided in this Section 2.6, Commercial Aeronautical Operators must meet every Minimum Standard for every authorized Commercial Aeronautical Activity.
- 2.6.2. In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between any Agreement and the Minimum Standards, the terms of the Agreement shall apply.
- 2.6.3. The Airport Manager may permit a Commercial Aeronautical Operator performing more than one Commercial Aeronautical Activity to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Manager finds:
- 2.6.3.1. The alternative Minimum Standard will not affect the Commercial Aeronautical Operator's ability to provide high-quality products, services, and facilities to Airport users in accordance with the objectives of the Minimum Standards;
- 2.6.3.2. The alternative Minimum Standard is no lower or less demanding than the standards applicable to any one Commercial Aeronautical Activity conducted by the Commercial Aeronautical Operator; and
- 2.6.3.3. The alternative Minimum Standard will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport.

2.7. Waivers and Variances

2.7.1. Waivers

2.7.1.1. The City Council may issue a *permanent* Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example and without limitation, law enforcement, disaster relief, search and rescue, fire prevention, and firefighting.

2.7.1.2. Upon an application to conduct a Commercial Aeronautical Activity at the Airport, the City Council may approve a *temporary* Waiver of the Minimum Standards upon a finding that:

2.7.1.2.1. The Commercial Aeronautical Operator seeking the Waiver will be the only Commercial Aeronautical Operator providing a specific product, service, or facility at the Airport as of the effective date of its lease, permit, license, or other Agreement;

2.7.1.2.2. The Commercial Aeronautical Operator has agreed to fully comply with the Minimum Standards within a prescribed schedule not to exceed six (6) months;

2.7.1.2.3. The City may enforce the Commercial Aeronautical Operator's compliance with the schedule through its lease, permit, license, or other Agreement;

2.7.1.2.4. The temporary Waiver is reasonably necessary to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and

2.7.1.2.5. The Commercial Aeronautical Operator will provide high quality products, services, and facilities to Airport users notwithstanding the temporary Waiver.

2.7.2. Variances

2.7.2.1. The City Council may approve a *temporary* Variance of the Minimum Standards upon a finding that:

2.7.2.1.1. A special condition or unique circumstance makes the application of the Minimum Standards unduly burdensome;

2.7.2.1.2. The temporary Variance is narrowly tailored to mitigate the special condition or unique circumstance;

- 2.7.2.1.3. The Commercial Aeronautical Operator has agreed to fully comply with the Minimum Standards within a prescribed schedule not to exceed six (6) months;
 - 2.7.2.1.4. The City may enforce the Commercial Aeronautical Operator's compliance with the schedule through its lease, permit, license, or other Agreement;
 - 2.7.2.1.5. The temporary Variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport; and
 - 2.7.2.1.6. The Commercial Aeronautical Operator will provide high quality products, services, and facilities to Airport users notwithstanding the temporary Variance.
- 2.7.3. Prior to issuing a temporary Waiver or Variance, the Airport Manager shall provide written notice to all other Commercial Aeronautical Operators at the Airport and request comment on the request and its potential impact.
- 2.7.4. The City Council shall not grant a Waiver or Variance from the applicable requirements of the Minimum Standards to the City in the event the City conducts a Commercial Aeronautical Activity at the Airport.
- 2.7.5. A Wavier or Variance issued by the City Council hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance, and shall not serve to amend, modify, or alter the Minimum Standards.
- 2.8. Enforcement
- 2.8.1. The principal means of enforcing the Minimum Standards will be through an Agreement providing for the lease of Airport property or otherwise authorizing an entity to conduct Commercial Aeronautical Activity at the Airport.
- 2.8.1.1. Any person or entity aware of a potential violation of these Minimum Standards is encouraged to bring the matter to the attention of the Airport Manager for investigation.
- 2.8.2. The City reserves the right to decline to execute an Agreement with any entity wishing to conduct a Commercial Aeronautical Activity at the Airport if the City determines that the entity refuses or is unable to comply with the Minimum Standards throughout the term of the Agreement.
- 2.8.3. An entity may request an advisory opinion from the Airport Manager as to the application of the Minimum Standards to such entity and its operations.
- 2.8.4. Any person may seek reconsideration by the City Council of an advisory opinion or any other determination made by the Airport Manager pursuant to

these Minimum Standards. A request for reconsideration must be submitted to the City Recorder with any accompanying documentation pursuant to the Rules of Order and Procedure for the City Council of Heber City. The Airport Manager shall stay the effect of his/her determination upon request of the person seeking reconsideration, unless in the Airport Manager's sole discretion doing so would jeopardize the safety of the Airport.

2.9. Reservation of Rights

- 2.9.1. The City reserves and retains the right for use of the Airport by others who may desire to use the Airport, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use of the Airport.
- 2.9.2. The City reserves and retains the right to plan and develop the Airport in the best interest of the City and Airport tenants and users. The Airport Manager may designate specific areas of the Airport in which specific Commercial Aeronautical Activities may be conducted. Such designation shall give consideration to the nature and extent of the activity and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.
- 2.9.3. The City reserves and retains the right to develop and use standard form Agreements for Commercial Aeronautical Activities and to amend its standard form Agreements from time to time. No entity shall be entitled to enter into an Agreement with the City on precisely the same terms as an existing Commercial Aeronautical Operator at the Airport.

3 Commercial Activity Permits

3.1. Applicability

3.1.1. Entities seeking to enter into a lease with the City for the use of Airport property and facilities in the conduct of a Commercial Aeronautical Activity must comply with the application requirements established in Section 2 of the Heber City Airport Lease/Rates and Charges Policy. Entities seeking to conduct a Commercial Aeronautical Activity not authorized under an existing Agreement with the City, or under a sublease with an existing Airport tenant, or without a lease or sublease must apply for a Commercial Activity Permit as established by this Section. This Section shall not apply to the City if it elects to provide one or more Commercial Aeronautical Activities.

3.2. Statement of Interest

3.2.1. An entity seeking a Commercial Activity Permit must first submit a Statement of Interest to the Airport Manager. There is no required form for a Statement of Interest, however it must:

3.2.1.1. Provide a general overview and scope of the proposed Commercial Aeronautical Activity or Activities, including the general area in which the proposed Activity or Activities shall occur; and

3.2.1.2. Provide contact information, including the name, mailing address, email address and telephone number of the applicant.

3.3. Competitive Procurement

3.3.1. Upon receipt of a Statement of Interest, or on its own initiative, the City *may* issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation, in accordance with the Airport's Lease / Rates and Charges policy.

3.4. Written Application

3.4.1. If the City elects to conduct a competitive procurement process, it will request a written application from interested parties. If the City does not conduct a competitive procurement process, it will request a written application only from the entity that filed the Statement of Interest.

3.4.2. The written application shall be in the form prescribed by the Airport Manager or, in the absence of a form, shall include the following information and any such additional information as may be requested by the Airport Manager:

3.4.2.1. Name, address, telephone number and e-mail address;

3.4.2.2. Comprehensive listing of the scope of the proposed Commercial

Aeronautical Activity or Activities the applicant will offer;

- 3.4.2.3. The requested or proposed date of commencement of the Commercial Aeronautical Activity or Activities and term of conducting the same;
 - 3.4.2.4. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with the contemplated Commercial Aeronautical Activity or Activities, including the number, type, and basing of aircraft to be provided or maintained, if applicable;
 - 3.4.2.5. The amount, configuration, and location of land the applicant desires to lease and/or develop, including the size and position of any buildings or improvements the applicant will lease or construct;
 - 3.4.2.6. The number of persons the applicant will employ, including the qualifications and certifications of each person;
 - 3.4.2.7. The proposed hours of operation;
 - 3.4.2.8. The amount and type of insurance coverage the applicant will maintain;
 - 3.4.2.9. Evidence of the applicant's financial and managerial capability to perform and provide the proposed Commercial Aeronautical Activity or Activities including financial statements, cash flow and profit and loss projections, identification of any bankruptcies relating to the applicant or its principals, and past experience of the applicant's key employees in providing the Commercial Aeronautical Activity or Activities;
 - 3.4.2.10. Disclosure of any and all documented violations by the applicant and/or the applicant's principals of Federal Aviation Administration regulations;
 - 3.4.2.11. A preliminary safety and emergency response plan for the proposed Commercial Aeronautical Activity or Activities, if applicable; and
 - 3.4.2.12. Disclosure of any entity holding or controlling, directly or indirectly, any ownership, voting, management, or debt interest in both the applicant and any other on-Airport Commercial Aeronautical Operator ("cross-ownership"), and the nature of such cross-ownership.
- 3.4.3. The City may obtain a credit report on the applicant and/or its principals.

3.5. Action on Written Application

- 3.5.1. Within thirty (30) days of receiving a complete application, the Airport Manager will make a recommendation to the City Council on whether to approve or deny the application, with the reasons for the recommendation.
- 3.5.2. Within sixty (60) days of receiving a complete application, the Airport Manager shall notify the applicant of the City Council's action on the application. If the application is approved, the Airport Manager shall provide the terms and conditions for the conduct of the authorized Commercial Aeronautical Activities at the Airport. If the application was denied, the Airport Manager shall provide the reasons for the denial.
- 3.5.3. The City may deny an application if, in its sole discretion, it concludes:
 - 3.5.3.1. The Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein;
 - 3.5.3.2. The applicant is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the requested term of the Agreement, including the payment of any associated fees, based on the City's review of the applicant's business plan, financial data, credit report, or managerial expertise;
 - 3.5.3.3. The applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the City for one or more proposed Commercial Aeronautical Activity or Activities;
 - 3.5.3.4. The applicant has, intentionally or unintentionally, provided the City or any other person with false or misleading information or failed to make full disclosure in their application or supporting documents;
 - 3.5.3.5. Appropriate or adequate land and/or improvements are not available to accommodate the proposed Commercial Aeronautical Activity or Activities without requiring the reduction in space leased to another Commercial Aeronautical Operator, nor is availability expected in a reasonable timeframe;
 - 3.5.3.6. The development or use of the area requested by the applicant will result in congestion of Aircraft or Buildings or will result in unduly interfering with the operations of any present Commercial Aeronautical Operator on the Airport;
 - 3.5.3.7. One or more proposed Commercial Aeronautical Activities are inconsistent with the Airport Layout Plan or current Master Plan;
 - 3.5.3.8. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation, or the

proposed Commercial Aeronautical Activity would otherwise create a safety hazard at the Airport;

- 3.5.3.9. The proposed Commercial Aeronautical Activity would require the City to spend funds or to supply resources and such funds are not available or budgeted, or the proposed Commercial Aeronautical Activity may reasonably result in a financial loss to the Airport;
- 3.5.3.10. The applicant or any of its key employees have:
 - 3.5.3.10.1. A record of violating the regulations of the City, the Airport, any other airport, the FAA, or other regulation related to the Airport and/or the proposed activity;
 - 3.5.3.10.2. Has been debarred or evicted from another airport at which the applicant or its key employees have conducted a Commercial Aeronautical Activity;
 - 3.5.3.10.3. Defaulted on any Agreement or sublease at the Airport or at any other airport, or with the City;
 - 3.5.3.10.4. Been convicted of a felony;
 - 3.5.3.10.5. Been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport; or
- 3.5.3.11. Consistent with these Minimum Standards and agreements between the City and the FAA, denial of the application is otherwise in the City's best interest.
- 3.6. Duration. Commercial Aeronautical Activity Permits shall be valid for ten (10) years, unless otherwise specified by the City Council in its sole discretion.
- 3.7. Public Disclosure. Applicants should be aware that the City is subject to Utah Code, Title 63G, Chapter 2 (the "Government Record Access and Management Act"), and may be required thereunder to allow the public to examine documents and materials submitted in support of an application for a Commercial Activity Permit.
- 3.8. Notification of Changes. Applicants must provide the Airport Manager with any information reflecting a material change in the information submitted with an application during its pendency. Such information includes, without limitation, a change in the ownership of the entity seeking to conduct Commercial Aeronautical Activities at the Airport, the filing of a bankruptcy petition, the addition or subtraction of principals, a felony or misdemeanor

conviction that would result in the loss of airport identification media pursuant to the Rules and Regulations, or any federal fines and/or violations imposed on the applicant.

4 GENERAL REQUIREMENTS

The following minimum standards apply to all Commercial Aeronautical Operators and all Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Sections 5 through 16 of these Minimum Standards.

4.1. Experience/Capability

4.1.1. Commercial Aeronautical Operators shall demonstrate, to the satisfaction of the Airport Manager, the financial responsibility and technical ability to provide the authorized Commercial Aeronautical Activities in a safe, secure, and professional manner in service to Airport users.

4.2. Agreement/Approval

4.2.1. No entity shall engage in a Commercial Aeronautical Activity unless the entity has an Agreement with the City authorizing such activity.

4.2.2. An Agreement authorizing one or more Commercial Aeronautical Activities shall not reduce or limit a Commercial Aeronautical Operator's obligations under these Minimum Standards, except as authorized under Sections 2.6 or 2.7 of these Minimum Standards.

4.2.3. An Agreement authorizing one or more Commercial Aeronautical Activities must contain, at a minimum, the following provisions:

4.2.3.1. All contract clauses required by the FAA pursuant to *Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors* (Jan. 29, 2016), https://www.faa.gov/airports/aip/procurement/federal_contract_provisions, as amended, which include, without limitation, provisions relating to Civil Rights and Title VI of the Civil Rights Act of 1964, the Federal Fair Labor Standards Act, and the Occupational Safety and Health Act.

4.2.3.2. The Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport ("Grant Assurances"). In the event that the Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of the Agreement in order to resolve such conflict or violation.

4.2.3.3. The Airport Manager, with proper notification, shall have the right to make appropriate inspections to determine compliance with these

Minimum Standards.

4.2.4. Commercial Aeronautical Operators may not engage in a Commercial Aeronautical Activity not expressly permitted by its Agreement with the City.

4.3. Payment of Rents, Fees, and Charges

4.3.1. Commercial Aeronautical Operators shall pay the rents, fees, or other charges specified by the City in an Agreement for leasing or using land or improvements or engaging in Commercial Aeronautical Activities.

4.3.1.1. Fee schedule is available at the Airport Manager or City Offices, and is posted on the Airport's website.

4.3.2. No Commercial Aeronautical Operator shall be permitted to engage in Commercial Aeronautical Activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the City under any and all agreements the Operator has with the City.

4.3.3. A Commercial Aeronautical Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the City shall be grounds for revocation of the Agreement authorizing the occupancy or use of land or improvements for the conduct of Commercial Aeronautical Activities at the Airport.

4.4. Leased Premises

4.4.1. Commercial Aeronautical Operators shall lease or sublease an area and improvements of adequate and appropriate size, shape, and location to provide authorized Commercial Aeronautical Activities, but not less than the Leased Premises required for any Commercial Aeronautical Activity covered by these Minimum Standards in Sections 5 through 15.

4.4.1.1. Commercial Aeronautical Activities that require public access must be conducted from leased or subleased premises having direct public street-side access.

4.5. Facility Maintenance

4.5.1. Except as otherwise provided by Agreement, Commercial Aeronautical Operators shall maintain the leased or subleased premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a neat, safe, and orderly condition.

4.5.2. Except as otherwise provided by Agreement, Commercial Aeronautical Operators shall provide all necessary cleaning services for its leased premises, including janitorial and custodial services, trash removal services,

and any related services necessary to maintain the improvements in good condition, normal wear and tear excepted.

- 4.5.3. Commercial Aeronautical Operators shall replace in like kind any property damaged by its employees, patrons, subtenants, contractors, et al, or by the Operator's activities at the Airport.

4.6. Products, Services, and Facilities

- 4.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- 4.6.2. Commercial Aeronautical Operators shall charge reasonable, and not unjustly discriminatory, prices for each product or service, provided that, the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 4.6.3. Commercial Aeronautical Operators shall conduct their activities on and from the leased premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in related activities from similar leaseholds in like markets.
- 4.6.4. Commercial Aeronautical Operators shall not advertise products, services, or facilities that cannot be safely accommodated at the Airport based on its Airport Reference Code due to airfield geometry or the weight-bearing capacity of pavement, or which, if provided, would otherwise cause the City to violate its grant agreements with the FAA.

4.7. Compliance

- 4.7.1. Commercial Aeronautical Operators and their personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, and/or ratings required for the conduct of Operator's authorized Commercial Aeronautical Activities at the Airport prior to engaging therein. Operator shall provide and keep current copies of such licenses, permits, certifications, and/or ratings to the Airport Manager.
- 4.7.2. Commercial Aeronautical Operators must comply with all federal, state, and local requirements applicable to their authorized Commercial Aeronautical Activities, including, but not limited to the Airport Rules and Regulations, FAA Regulations, and FAA Airport Improvement Program (AIP) Grant Assurances. Without limitation of the foregoing, Commercial Aeronautical Operators must comply with the following specific requirements:
- 4.7.2.1. Federal, state, and local laws applicable to workplace and aviation safety, and the orders and directives of the Airport Manager;

- 4.7.2.2. All applicable federal, State, and local environmental laws, orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport, and the City's environmental policies and procedures.

4.8. Personnel

- 4.8.1. Commercial Aeronautical Operators shall have in their employ, on duty, and on premises during operating hours, trained, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe and efficient manner.
- 4.8.2. Operator shall provide a person to supervise activities and such person shall be authorized to represent and act for and on behalf of Operator during all hours of activities. When such person is not on the leased premises, such individual shall be immediately available by telephone or pager.
- 4.8.3. A list of contacts shall be supplied to the Airport Manager including after-hours phone numbers, which shall be updated when any change occurs.
- 4.8.4. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger City employees and representatives and/or Airport customers, tenants, or other Commercial Aeronautical Operators.

4.9. Insurance

- 4.9.1. Commercial Aeronautical Operators shall procure and maintain, during the term of an agreement, insurance policies required by law, including for example and without limitation, insurance as required by the workers' compensation laws of the State of Utah.
- 4.9.2. Commercial Aeronautical Operators shall procure and maintain, during the term of an Agreement with the City to conduct Commercial Aeronautical Activities at the Airport, insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport, and not less than the minimum limits set forth in Attachment A of these Minimum Standards for each authorized activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of Utah.
 - 4.9.2.1. When the coverages or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverages or limits must be approved in writing by the City Council.

- 4.9.3. All insurance which the Commercial Aeronautical Operator is required to carry and keep in force, other than workers' compensation insurance, shall name Heber City, the Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 4.9.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
- 4.9.4.1. "Heber City, the Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of Operator, products and services of Operator, premises owned, leased, occupied, or used by Operator, or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by Heber City, the Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be in excess of Operator's and shall not contribute with it."
- 4.9.4.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Heber City, the Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- 4.9.4.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Heber City."
- 4.9.5. Certificates of Insurance for the insurance required by law and set forth by these Minimum Standards for each activity shall be delivered to the Airport Manager upon execution of an Agreement authorizing the conduct of Commercial Aeronautical Activities. Insurance must be in force during the period of any construction of the Commercial Aeronautical Operator's facilities and prior to its entry upon the Airport to conduct Commercial Aeronautical Activities. Operator shall furnish additional Certificates of Insurance thirty (30) days prior to the effective date of any reduction in coverage. Current proof of insurance shall be provided to the Airport Manager throughout the term of the Agreement to conduct Commercial Aeronautical Activities on or before

February 28 of each calendar year.

- 4.9.6. The limits stipulated herein for each activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in activities at the Airport. Operators are encouraged to secure higher policy limits. In requiring Operators to maintain insurance hereunder, the City in no way represents or guarantees that the types and limits are adequate to protect the Operator's interests and liabilities.
- 4.9.7. Any self-insured Commercial Aeronautical Operator shall furnish evidence of such self-insurance and shall hold Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board harmless in the event of any claims or litigation arising out of its activities at the Airport. Such evidence must be reviewed and approved in writing by the Airport Manager prior to the commencement of any Commercial Aeronautical Activity at the Airport.
- 4.9.8. Commercial Aeronautical Operators shall, at their sole expense, cause all facilities and improvements on the leased premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Airport Manager.
- 4.10. Indemnification and Hold Harmless
- 4.10.1. Operator shall defend, indemnify, save, protect, and hold harmless Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Utah principles of comparative fault.
- 4.10.2. The Operator shall indemnify and hold harmless the Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees,

agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, vehicles, equipment, or aircraft.

4.11. Taxes

4.11.1. The Commercial Aeronautical Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized government agency.

4.12. Non-Commercial and Non-Aeronautical Property

4.12.1. No entity may conduct a commercial activity, including a Commercial Aeronautical Activity, as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including for example and without limitation, a hangar leased for non-commercial use.

4.12.2. No Commercial Aeronautical Operator may conduct non-aeronautical activities in buildings or hangars located on land designated for aeronautical purposes without the Airport Manager's express written approval.

4.13. Notice and Reporting

4.13.1. Commercial Aeronautical Operators must submit to the Airport Manager new, updated or amended FAA certificates and ratings applicable to the operator, its employees or contractors annually or when received, whichever is earlier.

4.13.2. Upon hiring new employees, all Commercial Aeronautical Operators must file FAA certificates or ratings pertinent to the new employees' responsibilities with the Airport Manager within two weeks of hiring the employee.

4.13.3. Upon any revocation of or change to any certificate or ratings of a Commercial Aeronautical Operator or its employees, or any other penalties or certificate action by FAA against a Commercial Aeronautical Operator or its employees, the Commercial Aeronautical Operators must provide written notice to the Airport Manager within two weeks.

4.13.4. Commercial Aeronautical Operators shall provide the Airport Manager with four weeks advance notice of its intention to start up or discontinue a Commercial Aeronautical Activity authorized under its Agreement. The notice required by this section is separate from and in addition to any applicable provision of an Agreement governing its termination or suspension.

4.14. Subcontracting, Subleasing and Assignment

4.14.1. City Council must provide written approval for any sublease, assignment, or subcontract for the provision of one or more Commercial Aeronautical

Activities authorized by an Agreement with the City, which shall not be unreasonably withheld.

4.14.2. Subcontracting.

4.14.2.1. Consistent with the terms of the controlling Agreement and with the requirement for City Council approval outlined in Section 4.14.1 above, FBOs may subcontract with another entity to conduct a Commercial Aeronautical Activity that the FBO is required or permitted to conduct under these Minimum Standards. In such event, the subcontractor shall be responsible for complying with all applicable Minimum Standards; provided, however, that the FBO shall remain liable to the City for compliance with the Minimum Standards and the terms of the controlling Agreement.

4.14.2.2. SASOs are prohibited from subcontracting absent extraordinary circumstances and written approval from the Airport Manager. However, this prohibition does not apply with respect to a SASO's contractual relationship with individual independent contractors or temporary employees.

4.14.3. FBOs and SASOs are permitted to sublease their leased premises to another entity to perform one or more Commercial Aeronautical Activities, provided that the following conditions are met:

4.14.3.1. The subleasing party must obtain a Permit authorizing the desired Commercial Aeronautical Activity at the Airport in accordance with Section 3 of these Minimum Standards; and

4.14.3.2. The FBO or SASO must pay the City fees applicable to the class of services provided by the sublessee at the levels set forth in the Airport Rules and Regulations or applicable Agreement.

4.14.3.3. The FBO or SASO must carry public liability insurance for its sublessee or provide a certificate of insurance which shows the lessee and the City as additional insured, in amounts commensurate with the services provided by the sublessee.

4.14.4. Prior to granting consent for any assignment, the City Council may require the prospective assignee to complete an application or submit the information prescribed in Section 2 hereof. The City Council may reject the request to assign the Agreement based on the factors enumerated in Section 3.

4.14.5. Subleases and subcontracts must contain all required contract clause identified by Section 4.2.3 of these Minimum Standards.

5 ADDITIONAL MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBO)

5.1. Definition

5.1.1. A Fixed Based Operator (FBO) is a Commercial Aeronautical Operator providing into-aircraft, full-service avgas and jet fuel delivery, in addition to certain other required services, to all aircraft, based and transient, normally frequenting the Airport.

5.2. Applicability

5.2.1. In addition to the General Requirements set forth in Section 4, each FBO shall comply with the following minimum standards set forth in this Section 5.

5.3. Required and Prohibited Services

5.3.1. Unless otherwise stated in these Minimum Standards, all FBOs must provide all required products and services using vehicles and equipment owned or under exclusive lease to the FBO.

5.3.2. An FBO's products and services must include the following:

5.3.2.1. Delivery and dispensing of avgas, jet fuel, and aircraft lubricants into all general aviation aircraft, based and transient, normally frequenting the Airport. An FBO's normal response time shall not exceed fifteen (15) minutes during required hours of activity (excepting situations beyond the control of the FBO);

5.3.2.2. Ground services and support, including, without limitation, aircraft marshalling and towing; oxygen, nitrogen, and compressed air services; lavatory services; ground power; aircraft cleaning services; ground transportation arrangements (limousine, shuttle, and rental car); aircraft catering; de-icing support, engine preheating, and assisted aircraft start;

5.3.2.3. Aircraft Maintenance

5.3.2.3.1. An FBO shall be able to provide routine (minor) aircraft line maintenance on the airframe, powerplants, and associated systems of all general aviation aircraft, based and transient, normally frequenting the Airport;

5.3.2.3.2. An FBO must have available at the Airport at least one currently certified airframe and power plant mechanic with inspection authorization eight hours per day, five days per week; and

5.3.2.3.3. An FBO may meet these Minimum Standards for the provision of aircraft maintenance by and through an authorized sublessee who meets the minimum standards for Aircraft Maintenance Operators (SASO) and operates from the FBO's leased premises, in accordance with Section 4.15.

5.3.2.4. Aircraft Removal

5.3.2.4.1. An FBO must be prepared to lend assistance, have personnel trained, and have on-site or be capable of arranging for the equipment and/or services required to remove damaged aircraft from the Airport movement areas within thirty (30) minutes upon request of the Airport Manager or any party needing assistance during required hours of activity. At all other times, an FBO shall be available to provide such services on an on-call basis within two (2) hours.

5.3.2.4.2. An FBO shall prepare and maintain an aircraft removal plan on file with the Airport Manager.

5.3.2.5. Hangar Service

5.3.2.5.1. An FBO shall provide suitable hangar storage facilities constructed in accordance with the Rules and Regulations and applicable design standards.

5.4. Leased Premises

5.4.1. All FBOs shall have adequate land, apron, vehicle parking, and facilities to accommodate all required activities of the FBO and any additional authorized Commercial Aeronautical Activities, but not less than the following:

5.4.1.1. Contiguous Land. 217,800 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.

5.4.1.1.1. The Airport Manager may exempt an FBO from the requirement that all land be contiguous, provided (1) at a minimum, required apron, terminal facilities, and vehicle parking are located on contiguous land, and (2) the FBO submits a plan demonstrating to the Airport Manager's satisfaction that the FBO's operations can be safely and efficiently conducted from non-contiguous property and without disruption to other airport users and tenants.

- 5.4.1.2. Apron. 130,680 sq. ft. of sufficient weight-bearing capacity to accommodate all general aviation aircraft, based and transient, normally frequenting the Airport, upon which the FBO shall maintain paved tiedown adequate to accommodate the number, type, and size of based and transient aircraft requiring tiedown space at the FBO's leased premises, but not less than 12 tiedown spaces.
- 5.4.1.3. Terminal Facilities. 4,000 sq. ft. of curb-side accessible terminal space sufficient to accommodate the following:
 - 5.4.1.3.1. Customer areas including at least crew and passenger lounge(s), flight planning room, conference room, and restrooms;
 - 5.4.1.3.2. Administrative areas including adequate space for employee offices, work areas, and storage;
- 5.4.1.4. Maintenance Facilities. 2,000 dedicated sq. ft. to include adequate space for employee offices, work areas, and storage.
- 5.4.1.5. Hangar Space. 15,000 sq. ft., constructed in accordance with the Rules and Regulations and applicable design standards:
- 5.4.1.6. Vehicle Parking. Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.
- 5.4.2. All building improvements must be permanent in nature.
- 5.5. Fuel Storage
 - 5.5.1. An FBO shall construct, install, and/or maintain an on-Airport above-ground fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the Airport Manager. The FBO's fuel storage facility shall be located in one or more central fuel storage facilities designated by the Airport Manager.
 - 5.5.1.1. Section 5.5.1 shall not require an FBO to construct, install, and/or maintain a fuel storage facility if the City elects to construct and maintain a fuel storage facility and make it available to the FBO.
 - 5.5.2. The FBO's fuel storage facility must comply with all applicable regulatory measures, including but not limited to the National Fire Protection Association (NFPA) Code 30-A and subsequent revisions thereto.
 - 5.5.3. The FBO's fuel storage facility must have adequate inventory of avgas and jet fuel at all times to service the FBO's customers. In no event shall the total storage capacity be less than:

- 5.5.3.1.1. 10,000 gallons for jet fuel storage; and
- 5.5.3.1.2. 10,000 gallons for avgas storage.
- 5.5.4. An FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport.
- 5.5.5. An FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
- 5.5.6. An FBO shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets regulatory measures for above-ground fuel storage facilities. A copy of the SPCC Plan must be filed with the Airport Manager at least thirty (30) days prior to commencing operations, and must be updated at least once every five years or earlier if required by law. And updated copy of the SPCC must be filed with the Airport Manager no later than thirty (30) days prior to its effective date.
- 5.5.7. An FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
- 5.5.8. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of the FBO.
- 5.5.9. An FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at any time by the Airport Manager.
- 5.6. Fueling Equipment
- 5.6.1. An FBO shall have one (1) operating and fully functional jet fuel refueling vehicle with a capacity of at least 5,000 gallons.
- 5.6.2. An FBO shall have one (1) operating and fully functional avgas refueling vehicle having a capacity of at least 750 gallons.
- 5.6.3. Aircraft refueling vehicles shall be equipped with metering devices that meet all applicable regulatory measures. One (1) refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft servicing capability. All refueling vehicles shall be bottom loaded.
- 5.6.4. Each refueling vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including,

without limitation, those prescribed by:

- 5.6.4.1. The Fire Code adopted by the State of Utah;
- 5.6.4.2. National Fire Protection Association (NFPA) Codes;
- 5.6.4.3. Utah Department of Health and Environment Oil Inspection Regulatory Section;
- 5.6.4.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"
- 5.6.4.5. Applicable FAA Advisory Circulars including without limitation AC 00-34A, *Aircraft Ground Handling and Servicing*, and AC 150/5210-5D, *Painting, Marking and Lighting of Vehicles Used on an Airport*, as they may be amended or revised by the FAA from time to time.

5.7. Equipment

- 5.7.1. In addition to all equipment necessary or useful in providing the required services above, an FBO shall have the following equipment:
 - 5.7.1.1. Adequate equipment for recharging or energizing discharged aircraft batteries;
 - 5.7.1.2. One (1) aircraft tug (and tow bars) having a rated draw bar capacity sufficient to meet the towing requirement of the general aviation aircraft, based and transient, normally frequenting the Airport;
 - 5.7.1.3. Spill kits (as outlined in Rules and Regulations); and
 - 5.7.1.4. Pursuant to NFPA 10, an adequate number of appropriate type and sized hand-portable fire extinguisher units within all hangars and on all apron areas, fuel storage facilities, and ground handling and refueling equipment. All fire extinguisher units are subject to monthly and annual inspection by the Airport Manager.

5.8. Personnel

- 5.8.1. An FBO shall employ a full-time, on-site general manager. The individual managing the operations of the FBO must have at least three (3) years of experience in the business of an FBO on an airport of comparable size, facilities, and activity in the preceding five (5) years.
- 5.8.2. In addition to the General Manager, an FBO shall have two (2) properly trained and qualified employees, on each shift, providing aircraft fueling, parking, and ground services support.

- 5.8.3. An FBO shall have one (1) properly trained and qualified employee on each shift (except from the hours of 5:00 PM to 8:00 AM), to provide customer service and support.
- 5.8.4. An FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as it may be amended or revised by the FAA from time to time. FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling vehicles. FBO's SOP shall be submitted to the Airport Manager no later than 30 days before the FBO commences activities at the Airport, and updated not less than once every five (5) years. The Airport Manager shall conduct periodic inspections to ensure compliance.
- 5.9. Hours of Activity
- 5.9.1. Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this activity seven (7) days a week (including holidays), nine (9) hours a day.
- 5.9.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this activity five (5) days a week, eight (8) hours a day. Aircraft maintenance shall be available after hours, on-call, with response time not to exceed sixty (60) minutes.
- 5.10. Commercial Self-Service Fueling
- 5.10.1. Commercial self-service fueling is an optional service for FBOs, and is not mandatory. If an FBO decides to provide such a facility, the FBO must comply with the minimum standards for Self-Service Fueling Facility SASOs (Section 15), unless such standards are modified by the Airport Manager pursuant to Section 2.6.3 of these Minimum Standards.
- 5.11. Insurance
- 5.11.1. FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

6 AIRCRAFT AIRFRAME & POWERPLANT REPAIR OPERATORS (SASO)

6.1. Definition

6.1.1. An Aircraft Airframe & Powerplant Repair Operator is a Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services to all aircraft, based and transient, normally frequenting the Airport. This category of Commercial Aeronautical Operator includes the sale of aircraft parts and accessories.

6.2. Applicability

6.2.1. In addition to the General Requirements set forth in Section 4, each Aircraft Airframe & Powerplant Repair Operator at the Airport shall comply with the following minimum standards set forth in this Section 6. An FBO providing aircraft maintenance services shall comply with the minimum standards set forth in Section 5 or 6, as applicable.

6.3. Leased Premises

6.3.1. An Aircraft Airframe & Powerplant Repair Operator shall lease or sublease adequate land, apron, vehicle parking, and facilities to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:

6.3.1.1. Contiguous Land. At least 7,600 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located;

6.3.1.2. Apron shall be the greater of (1) that which is adequate to accommodate the movement of aircraft into and out of the Aircraft Airframe & Powerplant Repair Operator's hangar and parking of customer aircraft; or (2) 3,000 sq. ft.;

6.3.1.3. Facilities shall include:

6.3.1.3.1. Curb-side accessible customer and administrative areas, including restrooms, work areas, employee offices, work areas, and storage;

6.3.1.3.2. Maintenance area of not less than 3,000 sq. ft., including adequate space for employee work areas, shop areas, and storage.

6.3.1.3.3. Hangar Space of at least 5,625 sq. ft., constructed in accordance with the Rules and Regulations and applicable design standards

- 6.3.1.4. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.
- 6.4. Licenses and Certification
 - 6.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed and be in compliance with all FAA regulations pertaining to aircraft maintenance.
- 6.5. Insurance
 - 6.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

7 LIGHT AIRCRAFT AIRFRAME & POWERPLANT REPAIR OPERATORS (SASO)

7.1. Definition

7.1.1. A Light Aircraft Airframe & Powerplant Repair Operator is a Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services limited to based and transient general aviation piston aircraft. This category of Commercial Aeronautical Operator includes the sale of related aircraft parts and accessories.

7.2. Applicability

7.2.1. In addition to the General Requirements set forth in Section 4, each Light Aircraft Airframe & Powerplant Repair Operator at the Airport shall comply with the following minimum standards set forth in this Section 7. An FBO providing aircraft maintenance services shall comply with the minimum standards set forth in Section 5 or 6, as applicable.

7.3. Leased Premises

7.3.1. A Light Aircraft Airframe & Powerplant Repair Operator shall lease or sublease adequate land, apron, vehicle parking, and other facilities to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:

7.3.1.1. Land. At least 5,600 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.

7.3.1.2. Apron shall be the greater of (1) that which adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft, or (2) 2,000 sq. ft.

7.3.1.3. Facilities shall include customer, administrative, maintenance, and hangar areas.

7.3.1.3.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), and restrooms.

7.3.1.3.2. Administrative area shall be dedicated to the provision of aircraft maintenance and shall include adequate space for employee offices, work areas, and storage.

7.3.1.3.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.

7.3.1.3.4. Hangar Space of at least 2,500 sq. ft., constructed in

accordance with the Rules and Regulations and applicable design standards.

- 7.3.1.4. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

7.4. Licenses and Certification

- 7.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed and be in compliance with all FAA regulations pertaining to aircraft maintenance.

7.5. Insurance

- 7.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

8 AVIONICS, INSTRUMENT, OR ASSESSORY OPERATORS (SASO)

8.1. Definition

- 8.1.1. An Avionics, Instrument, or Accessory Maintenance Operator is a Commercial Aeronautical Operator engaged in the business of repairing and/or installing aircraft radios, electrical systems, propellers, instruments and/or accessories.

8.2. Applicability

- 8.2.1. In addition to the General Requirements set forth in Section 4, each Avionics, Instrument, or Accessory Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

8.3. Leased Premises

- 8.3.1. An Avionics, Instrument, or Accessory Maintenance Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following.

8.3.1.1. Land. If the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, at least 5,600 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.

8.3.1.2. If the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, Apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft.

8.3.1.3. Facilities shall include customer, administrative, maintenance, and, if the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, hangar areas.

8.3.1.3.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), and restrooms.

8.3.1.3.2. Administrative area shall be dedicated to the provision of aircraft maintenance and shall include adequate space for employee offices, work areas, and storage.

8.3.1.3.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.

8.3.1.3.4. If the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, hangar space of at least 2,500 sq. ft., constructed in accordance with the Rules and Regulations and applicable design standards.

8.3.1.4. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

8.4. Licenses and Certification

8.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed and be in compliance with all FAA regulations pertaining to aircraft maintenance.

8.5. Insurance

8.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

9 AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

9.1. Definitions

- 9.1.1. An Aircraft Rental Operator is a Commercial Aeronautical Operator engaged in the rental of fixed- and/or rotary-wing aircraft to the general public.
- 9.1.2. A Flight Training Operator is a Commercial Aeronautical Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.
- 9.1.3. In addition to the General Requirements set forth in Section 4, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

9.2. Leased Premises

- 9.2.1. An Aircraft Rental or Flight Training Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:
 - 9.2.1.1. Land. If the Aircraft Rental or Flight Training Operator constructs or maintains a hangar, at least 5,600 sq. ft. upon which the hangar and required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.
 - 9.2.1.2. Apron/paved tiedowns and/or hangar space adequate to accommodate the total number of based aircraft.
 - 9.2.1.3. If Operator constructs or has a hangar, apron shall be the greater of (1) that which is sufficient to accommodate the movement of aircraft into and out of the hangar, or (2) 2,000 sq. ft.
 - 9.2.1.4. Facilities shall include customer and administrative areas that are curbside accessible.
 - 9.2.1.4.1. Customer area shall include adequate space for customer lounge(s), class/training rooms, and restrooms.
 - 9.2.1.4.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
 - 9.2.1.4.3. If the Aircraft Rental or Flight Training Operator constructs or maintains a hangar, it shall be at least 2,500 sq. ft., and constructed in accordance with the

Rules and Regulations and applicable design standards.

- 9.2.1.5. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.
- 9.2.2. A Flight Training Operator may not conduct ground school or flight briefing/debriefing in public areas of the Airport.
- 9.3. Licenses and Certifications
- 9.3.1. Personnel performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings for the aircraft being utilized and/or flight training being provided.
- 9.4. Personnel
- 9.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft rental and/or flight training in a prompt and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
 - 9.4.1.1. Aircraft Rental Operators shall employ at least one (1) flight instructor capable of performing a rental check ride on all aircraft made available for rental by the Operator and at least one (1) customer service representative on each shift.
 - 9.4.1.2. Flight Training Operators shall employ at least one (1) flight instructor (total) and at least one (1) customer service representative (on each shift).
- 9.5. Equipment
- 9.5.1. Flight Training Operators shall provide all materials, supplies, and training methods and shall meet FAA requirements for the training offered.
- 9.5.2. A Flight Training Operator shall have available for use in flight training, either owned or under exclusive lease to the Operator, a sufficient number of aircraft properly certificated for the type of flight training offered, but not less than one (1) such aircraft. Nothing in this section shall prohibit a Flight Training Operator from conducting flight training in an aircraft not owned or under exclusive lease to the Operator.
- 9.5.3. Aircraft and flight instruction shall be available under commercially reasonable terms and conditions and at commercially reasonable rates and charges.
- 9.6. Hours of Activity

- 9.6.1. An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity five (5) days a week, eight (8) hours a day. The hours may be adjusted to reflect seasonal operations.
- 9.6.2. The City believes it is critical for the Airport to be a “good neighbor” in order to maintain strong support within the community. The City expects Commercial Aeronautical Operators at the Airport to partner with the City in these efforts. Accordingly, the City strongly encourages Aircraft Rental and Flight Training Operators to observe, and take reasonable efforts to encourage their customers to observe, voluntary noise abatement procedures adopted by the Airport Manager, as they may be from time to time amended.
- 9.7. Insurance
 - 9.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements
 - 9.7.2. Disclosure Requirement: A Flight Training or Aircraft Rental Operator shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage may be available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Manager.

10 AIR TAXI AND CHARTER OPERATOR (SASO)

10.1. Definition

- 10.1.1. An Air Taxi and Charter Operator is an entity engaged in the business of providing air transportation or intrastate common carriage of persons or property for compensation for hire in air commerce, as defined by the Federal Aviation Act of 1958, as amended, and by FAA regulations.
- 10.1.2. In addition to the General Requirements set forth in Section 4, each Aircraft Charter Operator at the Airport shall comply with the following minimum standards set forth in this Section 10.

10.2. Hours of Operation

- 10.2.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity.
- 10.2.2. The City believes it is critical for the Airport to be a “good neighbor” in order to maintain strong support within the community. The City expects Commercial Aeronautical Operators at the Airport to partner with the City in these efforts. Accordingly, the City strongly encourages Air Taxi and Charter Operators to observe voluntary noise abatement procedures adopted by the Airport Manager, as they may be from time to time amended.

10.3. Leased Premises

- 10.3.1. An Air Taxi and Charter Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator’s authorized Commercial Aeronautical Activities, but not less than the following:
 - 10.3.1.1. Land. If the Air Taxi and Charter Operator constructs or maintains a hangar, at least 5,600 sq. ft. upon which the hangar and required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.
 - 10.3.1.2. Apron/paved tiedowns and/or hangar space adequate to accommodate the total number of based aircraft.
 - 10.3.1.3. If Operator constructs or has a hangar, apron shall be the greater of (1) that which is sufficient to accommodate the movement of aircraft into and out of the hangar, or (2) 2,000 sq. ft.
 - 10.3.1.4. Facilities shall include customer and administrative areas that are curbside accessible.
 - 10.3.1.4.1. Customer area shall include adequate space for customer lounge(s) and restrooms.

10.3.1.4.2. Administrative area shall include adequate space for employee offices, work areas, and storage.

10.3.1.4.3. If the Air Taxi and Charter Operator constructs or maintains a hangar, it shall be at least 2,500 sq. ft., and constructed in accordance with the Rules and Regulations and applicable design standards.

10.3.1.5. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

10.4. Licenses and Certifications

10.4.1. Air Taxi and Charter Operators shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, FAA Operating Certificates, and U.S. Department of Transportation authority or registrations.

10.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the aircraft utilized for activity.

10.5. Personnel

10.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

10.6. Equipment

10.6.1. Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, at least one (1) certified and airworthy four-place or larger aircraft equipped for and certified for use in instrument conditions.

10.7. Insurance

10.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

11 AIRCRAFT SALES OPERATOR (SASO)

11.1. Definition

- 11.1.1. An Aircraft Sales Operator is an entity engaged in the sale of new and/or used aircraft or who acts as an aircraft broker.
- 11.1.2. In addition to the General Requirements set forth in Section 4, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 11.

11.2. Leased Premises

- 11.2.1. An Aircraft Sales Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:
 - 11.2.1.1. Land. If the Aircraft Sales Operator constructs or maintains a hangar, at least 5,600 sq. ft. upon which the hangar and required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.
 - 11.2.1.2. Apron/paved tiedowns and/or hangar space adequate to accommodate the total number of based inventory.
 - 11.2.1.3. If Operator constructs or has a hangar, apron shall be the great of (1) that which is sufficient to accommodate the movement of aircraft into and out of the hangar, or (2) 2,000 sq. ft.
 - 11.2.1.4. Facilities shall include customer and administrative areas that are curbside accessible.
 - 11.2.1.4.1. Customer area shall include adequate space for customer lounge(s) and restrooms.
 - 11.2.1.4.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
 - 11.2.1.4.3. If the Aircraft Sales Operator constructs or maintains a hangar, it shall be at least 2,500 sq. ft., and constructed in accordance with the Rules and Regulations and applicable design standards.
 - 11.2.1.5. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

11.3. Licenses and Certifications

- 11.3.1. Personnel shall be properly certificated by the FAA, current, and hold the

- appropriate ratings for providing flight demonstration in all aircraft offered for sale.
- 11.4. Personnel
- 11.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out the activity in a prompt and efficient manner to meet the reasonable demand of the public seeking such services.
- 11.4.1.1. Operator shall employ at least one (1) current commercial pilot.
- 11.5. Equipment
- 11.5.1. Operator shall provide necessary and satisfactory arrangements for aircraft maintenance in accordance with any sales guarantee or warranty period.
- 11.6. Hours of Activity
- 11.6.1. Operator shall be open and service shall be available to meet the reasonable demands of the public.
- 11.7. Insurance
- 11.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

12 SPECIALIZED COMMERCIAL FLYING SERVICES OPERATOR (SASO)

12.1. Definition

12.1.1. A Specialized Commercial Flying Services Operator is a Commercial Aeronautical Operator engaged in providing air transportation for hire, including any of the following services:

12.1.1.1. Non-stop sightseeing flights that begin and end at the Airport;

12.1.1.2. Crop dusting, seeding, or spraying;

12.1.1.3. Banner towing and aerial advertising;

12.1.1.4. Aerial photography or survey;

12.1.1.5. Power line, underground cable, or pipeline patrol; or

12.1.1.6. Any other operation specifically excluded from Part 135 of the Federal Aviation Regulations.

12.1.2. In addition to the General Requirements set forth in Section 4, each Specialized Commercial Flying Services Operator at the Airport shall comply with the following minimum standards set forth in this Section 12.

12.2. Non-Leased Premises

12.2.1. A Specialized Commercial Flying Services Operator and its employees, clients, and guests shall use designated areas established by the Airport Manager for conducting these operations while on the Airport.

12.3. Licenses and Certifications

12.3.1. Operator shall have and provide to the Airport Manager evidence of all federal, state, and local licenses and certificates that are required in order to lawfully conduct the activity.

12.4. Personnel

12.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its activity in a prompt and efficient manner to meet the reasonable demands of the public seeking such services.

12.5. Hours of Activity

12.5.1. The City believes it is critical for the Airport to be a “good neighbor” in order to maintain strong support within the community. The City expects Commercial Aeronautical Operators at the Airport to partner with the City in these efforts. Accordingly, the City strongly encourages Specialized Commercial Flying

Services to observe voluntary noise abatement procedures adopted by the Airport Manager, as they be from time to time amended.

12.6. Radio Contact

- 12.6.1. Operators are encouraged to maintain contact with the Common Traffic Advisory Frequency (CTAF) and conduct operations in accordance with all procedures recommended by the Aeronautical Information Manual.

12.7. Insurance

- 12.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements. The Airport Manager may require a Specialized Commercial Flying Services Operator to obtain additional insurance if, in his sole discretion, the Operator's authorized activity carries unique safety risks at the Airport.

13 TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

13.1. Introduction

13.1.1. The City recognizes that Airport users may periodically require specialized assistance with the maintenance of their aircraft and/or flight training. When such assistance is not available on the Airport through an existing Commercial Aeronautical Operator due to either the specialized nature of the maintenance and/or flight training requirements, the City may allow an Airport user to solicit and utilize the services of a qualified entity not presently based at the Airport to provide said services.

13.1.2. In addition to the General Requirements set forth in Section 4, each Temporary Specialized Aviation Service Operator at the Airport shall comply with the following minimum standards set forth in this Section 13.

13.2. Scope of Activity

13.2.1. Operator shall conduct activity on and from the leased premises of the Airport user in a manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

13.3. Temporary Permit

13.3.1. The Airport user requiring the services of a Temporary Specialized Aviation Service Operator must submit a request to the Airport Manager on behalf of Operator in the form and manner prescribed by the Airport Manager.

13.3.2. If the Airport Manager determines that the requested services are not available on the Airport through an existing Commercial Aeronautical Operator, the Airport Manager will issue a 30-day Temporary Permit to the Temporary Specialized Aviation Service Operator, authorizing the requested activity on such terms and conditions as the Airport Manager may require.

13.3.3. Airport users that require after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Manager prior to the Operator engaging in activities on the Airport.

13.3.3.1. The Airport user is responsible for assuring compliance of all Airport Rules and Regulations by the Temporary Specialized Aviation Service Operator while on the Airport.

13.3.4. Temporary Specialized Aviation Service Operators shall be required to pay a fee commensurate with their use of the Airport.

13.4. Licenses and Certifications

13.4.1. Operator shall have and provide to the Airport Manager evidence of all federal, state, and local licenses and certificates that are required in order to lawfully conduct the authorized Commercial Aeronautical Activities.

13.5. Insurance

13.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

14 AIRCRAFT STORAGE OPERATOR (SASO)

14.1. Definition

14.1.1. An Aircraft Storage Operator is a Commercial Aeronautical Operator that develops, constructs, and/or maintains two (2) or more hangar structures for the purpose of selling or subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.

14.1.2. In addition to the General Requirements set forth in Section 4, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 14.

14.2. Scope of Activity

14.2.1. Aircraft Storage Operators shall use and ensure that it subleasees, if any, use the leased premises in accordance with the *Policy on the Non-Aeronautical Use of Airport Hangars*, 81 Fed. Reg. 38,906 (June 15, 2016).

14.3. Leased Premises

14.3.1. An Aircraft Storage Operator shall lease adequate land and apron, but no less than 11,600 sq. ft., to accommodate its authorized Commercial Aeronautical Activities, and ensure that the sale, lease, or assignment of its premises or improvements meet the following minimum requirements:

14.3.1.1. Each hangar or subdivision thereof offered for sale or lease must be combined with sufficient apron to accommodate the movement of aircraft into and out of the hangar, and not less than 2,000 sq. ft.

14.3.1.2. The Operator may develop:

14.3.1.2.1. One or more single hangar structures of not less than 2,500 square feet, completely enclosed.

14.3.1.2.2. One or more single structure of not less than 5,000 square feet, subdivided by not less than 1,250 square feet and configured to accommodate individual bays for the storage of aircraft.

14.4. Insurance

14.4.1. Developer shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

15 SELF-SERVICE FUEL OPERATOR (SASO)

15.1. Definition

- 15.1.1. A Self-Service Fuel Operator is a Commercial Aeronautical Operator that provides self-service aviation gasoline fueling facilities at the Airport.
- 15.1.2. In addition to the General Requirements set forth in Section 4, each Self-Service Fuel Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 15.

15.2. Leased Premises

- 15.2.1. A Self-Service Fuel Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than 4,000 sq. ft.

15.3. Hours of Activity

- 15.3.1. Operator shall be open and self-service facilities shall be available twenty-four (24) hours per day, seven (7) days per week. After hours, on-call response time shall not exceed two hours.

15.4. Fuel Flowage Fee

- 15.4.1.1. A Self-Service Fuel Operator shall provide a report in writing to the Airport Manager no later than the 10th day of each month identifying by number of gallons (1) the amount of fuel delivered to the Operator's facility in the previous month; and (2) the amount of fuel delivered to customer's aircraft and/or dispensed from the Operator's facilities in the previous month.
- 15.4.1.2. A Self-Service Fuel Operator shall pay a fuel flowage fee for each gallon in the previous month based upon net inventory delivered.
- 15.4.1.3. A Self-Service Fuel Operator's records and meters shall be available by audit at any time by the Airport manager.

15.5. Fuel Storage

- 15.5.1. A Self-Service Fuel Operator shall construct, install, and/or maintain an on-Airport integrated self-service dispensing/fuel storage facility with a storage capacity of at least 8,000 gallons in a location consistent with the Airport Master Plan and approved by the Airport Manager.
 - 15.5.1.1. Section 15.5.1 shall not require a Self-Service Fuel Operator to construct, install, and/or maintain such a facility if the City elects to

construct and maintain a fuel storage facility and make it available to a Self-Service Fuel Operator.

- 15.5.2. A Self-Service Fuel Operator's facilities must comply with all applicable regulatory measures, including but not limited to the National Fire Protection Association (NFPA) Code 30-A and subsequent revisions thereto.
- 15.5.3. A Self-Service Fuel Operator must maintain adequate inventory of avgas at all times to service the Self-Service Fuel Operators' customers.
- 15.5.4. A Self-Service Fuel Operator shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport.
- 15.5.5. A Self-Service Fuel Operator shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
- 15.5.6. A Self-Service Fuel Operator shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets regulatory measures for above-ground fuel storage facilities. A copy of the SPCC Plan must be filed with the Airport Manager at least thirty (30) days prior to commencing operations, and must be updated at least once every five years or earlier if required by law. And updated copy of the SPCC must be filed with the Airport Manager no later than thirty (30) days prior to its effective date.
- 15.5.7. A Self-Service Fuel Operator shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
- 15.5.8. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of the Self-Service Fuel Operator.
- 15.5.9. A Self-Service Fuel Operator shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at any time by the Airport Manager.
- 15.6. Fueling Equipment
- 15.6.1. Self-service Fueling Facilities shall:
 - 15.6.1.1. Be equipped with a point-of-sale device that accepts most major credit cards;

- 15.6.1.2. Have adequate area and security lighting;
 - 15.6.1.3. Be equipped with reel-type bonding cable with mil-spec clamp;
 - 15.6.1.4. Include adequate, code-compliant sump waste or recirculation tank;
 - 15.6.1.5. Have posted signage communicating the location and procedures for the emergency shut-off valve and emergency contact numbers.
- 15.6.2. Operator shall have the following equipment:
- 15.6.2.1. Spill kits (as outlined in Rules and Regulations);
 - 15.6.2.2. Adequate wheel chocks for aircraft parking on apron areas; and
 - 15.6.2.3. Pursuant to NFPA 10, an adequate number of appropriate type and sized hand-portable fire extinguisher units within all apron areas, fuel storage facilities, and refueling equipment, including without restriction fire extinguisher units that are located within 20 feet of the self-service fueling facility and sheltered from ice and snow. All fire extinguisher units are subject to monthly and annual inspection by the Airport Manager.
- 15.6.3. All self-fueling facilities shall be maintained to comply with all applicable safety and fire prevention requirements or standards including, without limitation, those prescribed by:
- 15.6.3.1. The Fire Code adopted by the State of Utah;
 - 15.6.3.2. National Fire Protection Association (NFPA) Codes;
 - 15.6.3.3. Utah Department of Health and Environment Oil Inspection Regulatory Section;
 - 15.6.3.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
 - 15.6.3.5. Applicable FAA Advisory Circulars including without limitation AC 00-34A, *Aircraft Ground Handling and Servicing*, and AC 150/5210-5D, *Painting, Marking and Lighting of Vehicles Used on an Airport*, as they may be amended or revised by the FAA from time to time.
- 15.7. Insurance
- 15.7.1. Developer shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

16 OTHER SASOs

- 16.1. If a specific Commercial Aeronautical Activity is not covered by these Minimum Standards, an entity desiring to provide such Activity should consult with the Airport Manager to negotiate the terms of Airport access.
- 16.2. In reviewing any such proposal, the Airport Manager will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Commercial Aeronautical Activity with then-existing Airport operations and activities. The Airport Manager will to the greatest extent possible require such an entity to comply with these Minimum Standards, including Section 4 hereof. The Airport Manager may request review by the FAA to consider, for example and without limitation, whether the proposed Activity may be conducted safely at the Airport.
- 16.3. The City Council may decide in its sole discretion to amend the Minimum Standards prior to executing an Agreement authorizing the proposed Activity to, for example and without limitation, create a new category of FBO or SASO with attendant requirements and standards