

# Heber City Airport Minimum Standards

Adopted by the City Council - August 19, 2010

Amended – June 16, 2016



## TABLE OF CONTENTS

<b>1. INTRODUCTION</b>	<b>1</b>
1.1. <i>Purpose and Scope</i>	1
1.2. <i>Applicability</i>	1
<b>2. GENERAL REQUIREMENTS</b>	<b>3</b>
2.1. <i>Experience/Capability</i>	3
2.2. <i>Agreement/Approval</i>	3
2.3. <i>Payment of Rents, Fees, and Charges</i>	3
2.4. <i>Leased Premises</i>	3
2.5. <i>Facility Maintenance</i>	3
2.6. <i>Products, Services, and Facilities</i>	4
2.7. <i>Non-Discrimination</i>	4
2.8. <i>Licenses, Permits, Certifications, and Ratings</i>	4
2.9. <i>Personnel</i>	4
2.10. <i>Security</i>	4
2.11. <i>Insurance</i>	4
2.12. <i>Indemnification and Hold Harmless</i>	5
2.13. <i>Taxes</i>	6
2.14. <i>Multiple Activities</i>	6
<b>3. FIXED BASE OPERATOR</b>	<b>7</b>
3.1. <i>Definition</i>	7
3.2. <i>Scope of Activity</i>	7
3.3. <i>Leased Premises</i>	7
3.4. <i>Fuel Storage</i>	8
3.5. <i>Fueling Equipment</i>	8
3.6. <i>Equipment</i>	9
3.7. <i>Personnel</i>	9
3.8. <i>Hours of Activity</i>	9
3.9. <i>Aircraft Removal</i>	10
3.10. <i>Insurance</i>	10
<b>4. AIRCRAFT MAINTENANCE OPERATOR, AVIONICS, INSTRUMENTS, OR AIRCRAFT ASSESSORY OVERHAUL/REPAIR MAINTENANCE OVERHAUL OPERATORS (SASO)</b>	<b>11</b>
4.1. <i>Definition</i>	11
4.2. <i>Leased Premises (Sublessee or Multiple Activities)</i>	11
4.3. <i>Leased Premises (Lessee)</i>	11
4.4. <i>Licenses and Certification</i>	12
4.5. <i>Insurance</i>	12
<b>5. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)</b>	<b>13</b>
5.1. <i>Definitions</i>	13
5.2. <i>Leased Premises (Sublessee or Multiple Activities)</i>	13
5.3. <i>Leased Premises (Lessee)</i>	13
5.4. <i>Licenses and Certifications</i>	14
5.5. <i>Personnel</i>	14



## TABLE OF CONTENTS

5.6. Equipment .....	14
5.7. Hours of Activity .....	14
5.8. Private Flying Clubs .....	14
5.9. Insurance .....	14
6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO) .....	16
6.1. Definition .....	16
6.2. Leased Premises (Sublessee or Multiple Activities) .....	16
6.3. Leased Premises (Lessee) .....	16
6.4. Licenses and Certifications .....	17
6.5. Personnel .....	17
6.6. Equipment .....	17
6.7. Hours of Activity .....	17
6.8. Insurance .....	17
7. AIRCRAFT SALES OPERATOR (SASO) .....	18
7.1. Definition .....	18
7.2. Leased Premises (Sublessee or Multiple Activities) .....	18
7.3. Leased Premises (Lessee) .....	18
7.4. Licenses and Certifications .....	19
7.5. Personnel .....	19
7.6. Equipment .....	19
7.7. Hours of Activity .....	19
7.8. Insurance .....	19
8. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO) .....	20
8.1. Definition .....	20
8.2. Leased Premises (Sublessee or Multiple Activities) .....	20
8.3. Leased Premises (Lessee) .....	20
8.4. Licenses and Certifications .....	21
8.5. Personnel .....	21
8.6. Hours of Activity .....	21
8.7. Insurance .....	21
9. COMMERCIAL HOT AIR BALLOON OPERATOR .....	22
9.1. Definition .....	22
9.2. Non-Leased Premises .....	22
9.3. Licenses and Certifications .....	22
9.4. Personnel .....	22
9.5. Hours of Activity .....	22
9.6. Radio Contact .....	22
9.7. Insurance .....	22
10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO) .....	23
10.1. Introduction .....	23
10.2. Scope of Activity .....	23
10.3. Permit .....	23
10.4. Licenses and Certifications .....	23
10.5. Insurance .....	23



## TABLE OF CONTENTS

<b>11. COMMERCIAL HANGAR DEVELOPER (SASO)</b> .....	<b>24</b>
11.1. <i>Definition</i> .....	24
11.2. <i>Scope of Activity</i> .....	24
11.3. <i>Leased Premises</i> .....	24
11.4. <i>Insurance</i> .....	24
<b>12. COMMERCIAL HANGAR OPERATOR (SASO)</b> .....	<b>25</b>
12.1. <i>Definition</i> .....	25
12.2. <i>Scope of Activity</i> .....	25
12.3. <i>Leased Premises</i> .....	25
12.4. <i>Insurance</i> .....	25
<b>13. NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR</b> .....	<b>26</b>
13.1. <i>Definition</i> .....	26
13.2. <i>Scope of Activity</i> .....	26
13.3. <i>Leased Premises</i> .....	26
13.4. <i>Insurance</i> .....	26
<b>14. NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE</b> .....	<b>27</b>
14.1. <i>Introduction</i> .....	27
14.2. <i>Agreement/Approval</i> .....	27
14.3. <i>Reporting</i> .....	27
14.4. <i>Fuel Storage</i> .....	27
14.5. <i>Fueling Equipment</i> .....	28
14.6. <i>Fuel Flowage Fee</i> .....	28
14.7. <i>Limitations</i> .....	28
14.8. <i>Insurance</i> .....	28
<b>15. COMMERCIAL ACTIVITY PERMIT</b> .....	<b>29</b>
15.1. <i>Application</i> .....	29
15.2. <i>Approval</i> .....	29
15.3. <i>Permit</i> .....	29
15.4. <i>Existing Operator with an Existing Agreement</i> .....	29
15.5. <i>Non-Commercial Operators</i> .....	29
<b>16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)</b> .....	<b>30</b>



### 1. INTRODUCTION

#### 1.1. Purpose and Scope

- 1.1.1. The purpose of these Minimum Standards is to (1) encourage the provision of high quality products, services, and facilities to Airport users, (2) encourage the development of quality improvements at the Airport; (3) promote safety, (4) promote the economic health of Airport businesses, (5) promote the orderly development of Airport property, and (6) promote a strong Airport community.
- 1.1.2. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more aeronautical activities at the Airport.
  - 1.1.2.1. *The Airport, with proper notification, shall have the right to make appropriate inspections to determine compliance with these Minimum Standards.*
- 1.1.3. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City Council in its sole discretion. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to occupy or use land or improvements at the Airport or engage in aeronautical activities at the Airport under conditions that do not, in the City Council's sole discretion, meet these Minimum Standards. All Operators desiring an FBO Agreement or SASO Agreement with Heber City are required to locate their businesses on the Airport premises.
- 1.1.4. Aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such activities and incorporated into the agreement.
- 1.1.5. Specialized Aviation Service Operators (SASO) are encouraged to be subtenants of Fixed Base Operators (FBO); however, if suitable land or improvements are not available or cannot be secured from an FBO, SASOs may sublease improvements from another SASO, lease land from the Airport and may request in writing to the City Council to construct improvements on such land in the areas designated by the City Council, or lease improvements from the Airport.
- 1.1.6. The adoption date of these Minimum Standards is August 19, 2010.

#### 1.2. Applicability

- 1.2.1. These Minimum Standards shall apply to any new agreement or any extension of the term of an existing agreement relating to the occupancy or use of Airport land or improvements for aeronautical activities. If an entity desires, under the terms of an existing agreement, to materially change its aeronautical activities, the City shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.
- 1.2.2. These Minimum Standards do not affect any agreement or amendment to such agreement properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such agreement, in which case these Minimum Standards shall apply to the extent permitted by such agreement.
  - 1.2.2.1. *Operators with an agreement with the City executed before the adoption date and completed improvements before the adoption date shall not be deemed out of compliance with these Minimum Standards as they apply to the Operator's current activity for failure to meet leased premises as set forth in Section 2 and within the leased premises subparagraph of each activity.*



## INTRODUCTION

- 1.2.3. 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.
- 1.2.4. Operators currently providing activities without an agreement or permit with the City will have 12 months to become compliant with these Minimum Standards.



### 2. GENERAL REQUIREMENTS

All Operators engaging in aeronautical activities at the Airport shall comply with the requirements of this section as well as the minimum standards applicable to the specific activities set forth in subsequent sections.

#### 2.1. **Experience/Capability**

- 2.1.1. Operator shall, in the sole judgment of the City Council, demonstrate the capability of providing high quality products, services, and facilities and engaging in activities in a professional manner.
- 2.1.2. Operator shall, in the sole judgment of the City Council, demonstrate the financial responsibility and capability to develop and maintain improvements; procure and maintain required vehicles, equipment, and/or aircraft; employ personnel, and engage in the activity.

#### 2.2. **Agreement/Approval**

- 2.2.1. No entity shall engage in an activity unless the entity has an agreement with the City authorizing such activity or the entity has received approval from the City Council to sublease land or improvements from an authorized Operator and conduct the activity at the Airport.
- 2.2.2. An agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.
- 2.2.3. Operator shall comply with all the provisions of the agreement between Operator and the City.

#### 2.3. **Payment of Rents, Fees, and Charges**

- 2.3.1. Operator shall pay the rents, fees, or other charges specified by the City for leasing or using land or improvements or engaging in activities.
  - 2.3.1.1. *Fee schedule is available at the Airport Manager's office or City Offices.*
- 2.3.2. No Operator shall be permitted to engage in activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the Heber City under any and all agreements Operator has with the City.
- 2.3.3. 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 or approval authorizing the occupancy or use of land or improvements or the conduct of activities at the Airport.

#### 2.4. **Leased Premises**

- 2.4.1. Operator shall lease or sublease sufficient land and lease, sublease, or construct sufficient improvements for the activity as stated in these Minimum Standards.
  - 2.4.1.1. *Leased premises that are used for commercial purposes and require public access shall have direct public streetside access.*
- 2.4.2. Operators providing rotary wing aircraft parking must follow AC150/5390-2B in the design of the apron to be utilized for rotary wing aircraft parking.

#### 2.5. **Facility Maintenance**

- 2.5.1. Operator shall maintain the leased 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.
- 2.5.2. Operator 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.
- 2.5.3. Operator shall replace in like kind any property damaged by its employees, patrons, subtenants, contractors, et al, or Operator's activities.



### **2.6. Products, Services, and Facilities**

- 2.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- 2.6.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product or service, provided that, Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.6.3. Operator shall conduct its 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.

### **2.7. Non-Discrimination**

- 2.7.1. Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, disability, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable regulatory measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

### **2.8 Licenses, Permits, Certifications, and Ratings**

- 2.8.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's activities at the Airport as required by the Airport Advisory Board or any other duly authorized agency prior to engaging in any activity at the Airport. Operator shall provide copies of such licenses, permits, certifications, or ratings to the City.

### **2.9. Personnel**

- 2.9.1. Operator shall have in its 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.
- 2.9.2. 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.

### **2.10 Security**

- 2.10.1. Operator shall designate a responsible person for the coordination of all security communications and procedures.
- 2.10.2. Operator shall develop and maintain a security plan.

### **2.11. Insurance**

- 2.11.1. Operator shall procure and maintain, during the term of an agreement, insurance policies required by law and the types and minimum limits set forth in Attachment A of these Minimum Standards for each activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of Utah.
  - 2.11.1.1. *When coverages or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverages or limits must be approved by the City.*
- 2.11.2. When Operator engages in more than one (1) activity, the minimum limits shall vary depending upon the nature of each activity and/or combination of activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to



## GENERAL REQUIREMENTS

- carry insurance policies for the combined total of the minimum requirements of each activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum.
- 2.11.3. All insurance, which Operator is required by the City to carry and keep in force, shall name Heber City, the Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 2.11.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
- 2.11.4.1. *"Heber City, the Heber City Airport, and the Heber City Council, 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."*
- 2.11.4.2. *"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, and the Heber City Council, 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."*
- 2.11.4.3. *"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."*
- 2.11.5. 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 any agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the Airport Manager throughout the term of the agreement or shall be made available at Airport Manager's request.
- 2.11.6. 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.
- 2.11.7. Any self-insured Operator shall furnish evidence of such self-insurance and shall hold Heber City, Heber City Airport, and the Heber City Council harmless in the event of any claims or litigation arising out of its activities at the Airport. Such evidence shall be reviewed and approved in writing by the City.
- 2.11.8. Operator shall, at its 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 Advisory Board.

### **2.12. Indemnification and Hold Harmless**



## GENERAL REQUIREMENTS

- 2.12.1. Operator shall defend, indemnify, save, protect, and hold harmless Heber City, Heber City Airport, and the Heber City Council, 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, and the Heber City Council, 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.
  - 2.12.2. The Operator shall indemnify and hold harmless the Heber City, Heber City Airport, and the Heber City Council, 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.
  - 2.12.3. Nothing herein shall constitute a waiver of any protection available to the City, its representatives, officers, officials, employees, agents, and volunteers under the Utah governmental immunity act or similar statutory provision.
- 2.13. Taxes**
- 2.13.1. 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 agency.
- 2.14. Multiple Activities**
- 2.14.1. When more than one (1) activity is conducted, the minimum requirements shall vary depending upon the nature of each activity and/or combination of activities, but shall not necessarily be cumulative.



**3. FIXED BASE OPERATOR**

**3.1. Definition**

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including aviation fuels and lubricants; ground services and support; tiedown, hangar, and parking; aircraft maintenance, and aircraft rental/flight training.

In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section 3.

**3.2. Scope of Activity**

- 3.2.1. Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.
- 3.2.2. FBO's products and services shall include the following:
  - 3.2.2.1. *Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):*
    - 3.2.2.1.1. FBO shall be capable of delivering and dispensing Jet Fuel, Avgas, and Aircraft lubricants into all general aviation aircraft normally frequenting the Airport.
    - 3.2.2.1.2. FBO shall normally be capable of providing a response time not to exceed 15 minutes during required hours of activity (excepting situations beyond the control of the FBO).
  - 3.2.2.2. *Ground Services and Support*
    - 3.2.2.2.1. Aircraft marshalling and towing
    - 3.2.2.2.2. Oxygen, nitrogen, and compressed air services
    - 3.2.2.2.3. Lavatory services
    - 3.2.2.2.4. Ground power
    - 3.2.2.2.5. Aircraft cleaning services
    - 3.2.2.2.6. Ground transportation arrangements (limousine, shuttle, and rental car)
    - 3.2.2.2.7. Aircraft catering
  - 3.2.2.3. *Aircraft Maintenance*
    - 3.2.2.3.1. FBO shall be able to provide and assist with routine (minor) aircraft line maintenance on the airframe, powerplants, and associated systems of general aviation aircraft up to 30,000 pounds Maximum Takeoff Weight (MTOW).
    - 3.2.2.3.2. FBO can meet these Minimum Standards for the provision of aircraft maintenance by and through an authorized Sublessee who meets the minimum standards for Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Assesory Overhaul/Repair Maintenance Overhaul Operator (SASO) and operates from the FBO's leased premises.
  - 3.2.2.4. *Aircraft Rental/Flight Training*
    - 3.2.2.4.1. FBO shall provide aircraft rental and flight instruction.
    - 3.2.2.4.2. FBO can meet these Minimum Standards for the provision of aircraft rental and flight instruction by and through an Operator permitted by the City who meets the minimum standards for aircraft rental, flying club, and/or flight training operator.

**3.3. Leased Premises**

- 3.3.1. FBO shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of FBO and all approved Sublessees, but not less than the following:
  - 3.3.1.1. *Contiguous Land – eight (8) acres (348,480 square feet), upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.*
  - 3.3.1.2. *Apron - 3.5 acres with sufficient weight bearing capacity.*
  - 3.3.1.3. *Paved Tiedown - adequate to accommodate the number, type, and size of based and transient aircraft requiring tiedown space at the Operator's leased premises, but not less than 30 paved tiedown spaces.*
  - 3.3.1.4. *Facilities - 23,000 square feet (total) consisting of the following:*
    - 3.3.1.4.1. Terminal space - 6,000 square feet
    - Customer area shall be at least 3,000 dedicated square feet to include



adequate space for crew and passenger lounge(s), flight planning room, conference room, and restrooms.

Administrative area shall be at least 1,500 dedicated square feet to include adequate space for employee offices, work areas, and storage.

3.3.1.4.2. Maintenance area - 2,000 square feet

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

3.3.1.4.3. Hangar space - 15,000 square feet

3.3.1.5. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards*

**3.4. Fuel Storage**

3.4.1. FBO shall construct or install and maintain an on-Airport aboveground fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the City Council. All bulk fuel storage facilities shall be located in one or more designated central fuel storage facilities identified by the City.

3.4.1.1. *FBOs may construct or install and maintain a public commercial Avgas self-fueling storage facility with a maximum capacity of 10,000 gallons in a location specified by the City.*

3.4.2. Fuel storage facility must have adequate capacity of Avgas and Jet Fuel at all times to service FBO customers. In no event shall the total storage capacity be less than:

3.4.2.1. *10,000 gallons for Jet Fuel storage*

3.4.2.2. *10,000 gallons for Avgas storage*

3.4.3. 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.

3.4.4. 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.

3.4.5. FBO shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets regulatory measures for aboveground fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 days prior to commencing operations.

3.4.6. 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.

3.4.7. 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 FBO.

3.4.8. FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at anytime by the Airport Manager.

**3.5. Fueling Equipment**

3.5.1. FBO shall have one (1) operating and fully functional Jet Fuel refueling vehicle with a capacity of at least 5,000 gallons.

3.5.2. FBO shall have one (1) operating and fully functional Avgas refueling vehicle having a capacity of at least 750 gallons.

3.5.3. 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.

3.5.4. 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:

3.5.4.1. *The Fire Code adopted by the State of Utah;*



- 3.5.4.2. *National Fire Protection Association (NFPA) Codes;*
- 3.5.4.3. *Utah Department of Health and Environment Oil Inspection Regulatory Section;*
- 3.5.4.4. *14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"*
- 3.5.4.5. *Applicable FAA Advisory Circulars (AC) including AC 00-34 'Aircraft Ground Handling and Servicing' and AC 150/5210-5 "Painting, Marking and Lighting of vehicles Used On An Airport".*

### **3.6. Equipment**

- 3.6.1. FBO shall have the following equipment:
  - 3.6.1.1. *Adequate equipment for recharging or energizing discharged aircraft batteries*
  - 3.6.1.2. *One (1) aircraft tug (and tow bars) having a rated draw bar capacity sufficient to meet the towing requirement of the general aviation aircraft normally frequenting the Airport*
  - 3.6.1.3. *Spill kits (as outlined in Rules and Regulations)*
  - 3.6.1.4. *Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles*
  - 3.6.1.5. *All equipment reasonably necessary for the proper performance of aircraft maintenance in accordance with applicable FAA regulations and manufacturers' specifications*

### **3.7. Personnel**

- 3.7.1. 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." 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 Advisory Board no later than 30 days before the FBO commences activities at the Airport. The City shall conduct periodic inspections to ensure compliance.
- 3.7.2. FBO shall have two (2) properly trained and qualified employees, on each shift, providing aircraft fueling, parking, and ground services support.
- 3.7.3. 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.
- 3.7.4. If aircraft maintenance is provided by the FBO instead of a subtenant:
  - 3.7.4.1. *One (1) FAA licensed Airframe and Powerplant mechanic employed by FBO and properly trained and qualified to perform aircraft maintenance on aircraft frequenting the Airport for at least eight (8) hours during FBO's hours of activity, five (5) days a week.*

### **3.8. Hours of Activity**

- 3.8.1. 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) 9 hours a day.
- 3.8.2. 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 60 minutes.

### **3.9. Aircraft Removal**



## FIXED BASE OPERATOR

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

### **3.10. Insurance**

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



## AIRCRAFT MAINTENANCE OPERATOR (SASO)

### 4. AIRCRAFT MAINTENANCE OPERATOR, AVIONICS, INSTRUMENTS, OR AIRCRAFT ASSESSORY OVERHAUL/REPAIR MAINTENANCE OVERHAUL OPERATORS (SASO)

#### 4.1. Definition

- 4.1.1. An Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Assessory Overhaul/Repair Maintenance Overhaul Operator (SASO) is a Commercial Operator engaged in providing aircraft maintenance for aircraft other than those owned or operated by the Operator, which includes the sale of aircraft parts and accessories.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Assessory Overhaul/Repair Maintenance Overhaul Operator (SASO) at the Airport shall comply with the following minimum standards set forth in this Section 4. An FBO shall comply with the minimum standards set forth in Section 3, Fixed Base Operator.

#### 4.2. Leased Premises (Sublessee or Multiple Activities)

- 4.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than 5600 square feet and shall have appropriate restrooms, parking and customer access.
- 4.2.1.1. *Apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft.*
- 4.2.1.2. *Facilities shall include customer, administrative, maintenance, and hangar areas.*
- 4.2.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), and restrooms.
- 4.2.1.2.2. Administrative area shall be dedicated to the provision of aircraft maintenance and shall include adequate space for employee offices, work areas, and storage.
- 4.2.1.2.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.
- 4.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

#### 4.3. Leased Premises (Lessee)

- 4.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessees, but not less 5600 square feet and shall have appropriate restrooms, parking and customer access. 5600 square feet and shall have appropriate restrooms, parking and customer access.
- 4.3.1.1. *All required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land.*
- 4.3.1.2. *Apron area shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of customer aircraft, whichever is greater.*
- 4.3.1.3. *Facilities shall include customer, administrative, maintenance, and hangar areas.*
- 4.3.1.3.1. Customer area shall include adequate space for customer lounge(s), and restrooms.
- 4.3.1.3.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
- 4.3.1.3.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.



## AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.3.1.4. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards*

### **4.4. Licenses and Certification**

4.4.1. 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.

### **4.5. Insurance**

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



## AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

### 5. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

#### 5.1. Definitions

- 5.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of aircraft to the general public. It shall not include an aircraft owner who loans his or her aircraft for reimbursement on a nonprofit basis.
- 5.1.2. A Flying Club Operator is Commercial Operator engaged in owning aircraft and making such aircraft available for use by its members where membership is available to the general public.
- 5.1.3. A Flight Training Operator is a Commercial 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.
- 5.1.4. A Private Flying Club is an entity that is legally formed as a non-profit entity with the state of Utah, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
- 5.1.5. In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Flying Club, or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 5.
- 5.1.6. Curbside Accessible in all public areas on the Airport not requiring access through an access gate

#### 5.2. Leased Premises (Sublessee or Multiple Activities)

- 5.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:
  - 5.2.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport. Some of the spaces may be leased from the FBO or the City.*
    - 5.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved tiedowns are not required.
  - 5.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
    - 5.2.1.2.1. Customer area shall include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge(s), and restrooms.
    - 5.2.1.2.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
    - 5.2.1.2.3. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
    - 5.2.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
  - 5.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

#### 5.3. Leased Premises (Lessee)

- 5.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:
  - 5.3.1.1. *The City Council on a case-by-case basis will determine what minimum parcel size will be required of a business. Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport*
    - 5.3.1.1.1. If Operator constructs or has a hangar, apron shall be equal to the hangar



## AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

square footage or an amount adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's aircraft, whichever is greater.

5.3.1.1.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved tiedowns are not required.

5.3.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*

5.3.1.2.1. Customer area shall include adequate space for customer lounge(s), class/training rooms, and restrooms.

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

5.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.

5.3.1.2.4. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport at the Airport maintained by Operator, whichever is greater.

5.3.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

### **5.4. Licenses and Certifications**

5.4.1. 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.

### **5.5. Personnel**

5.5.1. 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.

5.5.1.1. *Aircraft Rental Operators and Flying Club Operators shall employ one (1) flight instructor and one (1) customer service representative on each shift.*

5.5.1.2. *Flight Training Operators shall employ one (1) flight instructor (total) and one (1) customer service representative (on each shift).*

### **5.6. Equipment**

5.6.1. Flight Training Operators shall provide all materials, supplies, and training methods and shall meet FAA requirements for the training offered.

### **5.7. Hours of Activity**

5.7.1. 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.

### **5.8. Private Flying Clubs**

5.8.1. Private Flying Clubs shall not be required to meet the minimum standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.

5.8.2. No member of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members unless such member is an authorized Operator at the Airport.

5.8.3. No entity shall use Private Flying Club Aircraft in exchange for compensation.

5.8.4. Each Private Flying Club member must have an ownership interest in Private Flying Club. Membership (owners) may not exceed 45 individuals.

### **5.9. Insurance**

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



## **AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)**

- 5.9.2. Disclosure Requirement: Any Operator conducting aircraft rental, sales, or flight training 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 is 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.



## AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

### 6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

#### 6.1. Definition

- 6.1.1. A person providing air transportation to the public for hire, either on a charter basis or as an air taxi operator as defined in the Federal Aviation Act of 1958.
- 6.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

#### 6.2. Leased Premises (*Sublessee or Multiple Activities*)

- 6.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:
  - 6.2.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*
    - 6.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
  - 6.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
    - 6.2.1.2.1. Customer and Administrative areas shall be at least 650 square feet and shall include adequate space for employee offices, work areas, and storage.: Operator's customers shall have immediate access to customer lounge(s), and restrooms.
    - 6.2.1.2.2. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
    - 6.2.1.2.3. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
  - 6.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

#### 6.3. Leased Premises (*Lessee*)

- 6.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:
  - 6.3.1.1. *The City Council on a case-by-case basis will determine what minimum parcel size will be required of a business.*
  - 6.3.1.2. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*
    - 6.3.1.2.1. If Operator constructs or has a hangar, apron shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's aircraft, whichever is greater.
    - 6.3.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
  - 6.3.1.3. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
    - 6.3.1.3.1. Customer and Administrative areas shall include adequate space for customer lounge(s), and restrooms and shall include adequate space for employee offices, work areas, and storage.
    - 6.3.1.3.2. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
    - 6.3.1.3.3. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
  - 6.3.1.4. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

#### 6.4. Licenses and Certifications



## AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

6.4.1. Aircraft Charter Operators shall have and provide copies to the Airport Manager, of all appropriate certifications and approvals, and FAA Operating Certificates.

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

### **6.5. Personnel**

6.5.1. 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.

### **6.6. Equipment**

6.6.1. Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, one (1) certified and airworthy Aircraft.

### **6.7. Hours of Activity**

6.7.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity.

### **6.8. Insurance**

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



### 7. AIRCRAFT SALES OPERATOR (SASO)

#### 7.1. Definition

- 7.1.1. Aircraft Sales Operator: A person engaged in the sale of new and or used aircraft or who acts as an aircraft broker. .
- 7.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 7.

#### 7.2. Leased Premises (*Sublessee or Multiple Activities*)

- 7.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:
  - 7.2.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*
    - 7.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
  - 7.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator and/or in Operator's inventory. If Operator provides aircraft maintenance on other aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.*
    - 7.2.1.2.1. Customer and Administrative area shall be at least 250 square feet and include adequate space for employee offices, work areas, and storage. Operator's customers shall have immediate access to customer lounge(s), and restrooms.
    - 7.2.1.2.2. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
    - 7.2.1.2.3. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
  - 7.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

#### 7.3. Leased Premises (*Lessee*)

- 7.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:
  - 7.3.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport (inventory).*
    - 7.3.1.1.1. If Operator constructs or has a hangar, apron shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's fleet at the Airport (inventory), whichever is greater.
    - 7.3.1.1.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport (inventory), no paved tiedowns will be required.
  - 7.3.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator and/or in Operator's inventory. If Operator provides aircraft maintenance on other aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.*
    - 7.3.1.2.1. Customer area shall be at least 400 square feet and shall include adequate space for customer lounge(s), and restrooms.
    - 7.3.1.2.2. Administrative area shall be at least 250 square feet and shall include adequate space for employee offices, work areas, and storage.
    - 7.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
    - 7.3.1.2.4. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.



## AIRCRAFT SALES OPERATOR (SASO)

7.3.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

### **7.4. Licenses and Certifications**

7.4.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for providing flight demonstration in all aircraft offered for sale.

### **7.5. Personnel**

7.5.1. 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.

7.5.1.1. *Operator shall employ one (1) current private pilot.*

### **7.6. Equipment**

7.6.1. Operator shall provide necessary and satisfactory arrangements for aircraft maintenance in accordance with any sales guarantee or warranty period.

### **7.7. Hours of Activity**

7.7.1. Operator shall be open and service shall be available to meet the reasonable demands of the public.

### **7.8. Insurance**

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



## SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

### 8. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

#### 8.1. Definition

8.1.1. A Specialized Service Operator A person who provides aircraft accessory services, flight training, commercial flying services, aircraft sales, aircraft airframe and engine repair, aircraft manufacturing, aircraft rental or charter, or any other commercial aeronautical activities or services, glider rides and glider towing, sight seeing flights; crop dusting; seeding and spraying; banner towing and aerial advertising; and aerial photography or survey; fire fighting power line or pipe line patrol and wild life spotting or any other operations specifically excluded from FAR Part 135, except fuel sales

8.1.1.1. **Limited Aircraft Services and Support** - are defined as limited aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous activities directly related to aircraft services and support.

8.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as operations such as but not limited to ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.

8.1.2. In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

#### 8.2. Leased Premises (Sublessee or Multiple Activities)

8.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:

8.2.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*

8.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.

8.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator. If Operator provides aircraft maintenance on other aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.*

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

8.2.1.2.2. Administrative area shall be sufficient to accommodate the administrative functions associated with the activity.

8.2.1.2.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.

8.2.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.

8.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

#### 8.3. Leased Premises (Lessee)

8.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:

8.3.1.1. *All required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land.*

8.3.1.2. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport but not less than the space required.*



## SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

- 8.3.1.2.1. If Operator has a hangar, apron shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's aircraft, whichever is greater.
- 8.3.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
- 8.3.1.3. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
  - 8.3.1.3.1. Customer and Administrative areas shall be at least 500 square feet and shall include adequate space for customer lounge(s), and restrooms and be sufficient to accommodate the administrative functions associated with the activity., whichever is greater, and shall include adequate space for employee offices, work areas and storage. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
  - 8.3.1.3.2. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
- 8.3.1.4. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*
- 8.4. Licenses and Certifications**
  - 8.4.1. Operator shall have and provide to the Airport Manager evidence of all federal, state, and local licenses and certificates that are required to conduct the activity.
- 8.5. Personnel**
  - 8.5.1. 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.
  - 8.5.2.
- 8.6. Hours of Activity**
  - 8.6.1. Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.
- 8.7. Insurance**
  - 8.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements



## COMMERCIAL HOT AIR BALLOON OPERATOR

### 9. COMMERCIAL HOT AIR BALLOON OPERATOR

#### 9.1. **Definition**

9.1.1. A Commercial Hot Air Balloon Operator is a Commercial Operator engaged in providing Air Transportation Services for Hire.

9.1.1.1. **Air Transportation Services for Hire-** are defined as non-stop sightseeing flights (flights that begin at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey; or any other miscellaneous activities directly related to air transportation services for hire.

9.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hot Air Balloon Operator at the Airport shall comply with the following minimum standards set forth in this Section.

#### 9.2. **Non-Leased Premises**

9.2.1. An Operator engaging in this activity as well as employees, clients, and guests shall use designated areas established by the Airport Manager for conducting these operations while on the Airport.

#### 9.3. **Licenses and Certifications**

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

#### 9.4. **Personnel**

9.4.1. 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.

#### 9.5. **Hours of Activity**

9.5.1. Operator is encouraged to conduct operations between 5:00 a.m. to 11:00 a.m.

#### 9.6. **Radio Contact**

9.6.1. Operator is encouraged to maintain contact with local radio frequency

#### 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.



## TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

### 10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

#### 10.1. **Introduction**

10.1.1. The City recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their aircraft and or flight training of their pilots. When assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, the City may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.

10.1.2. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

#### 10.2. **Scope of Activity**

10.2.1. Operator shall conduct activity on and from the leased premises of the Aircraft Operator 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.

#### 10.3. **Permit**

10.3.1. Aircraft Operator must submit request to the City Council on behalf of Operator.

10.3.2. Operator shall obtain a 30 day temporary permit (issued by the City) prior to engaging in activity on the Airport.

10.3.3. Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Manager prior to Operator engaging in activities on the Airport.

10.3.3.1. *Aircraft Operator is responsible for assuring compliance of all Airport Rules and Regulations by the Temporary Specialized Aviation Service Operator while on the Airport.*

#### 10.4. **Licenses and Certifications**

10.4.1. Operator shall have and provide to the City evidence of all federal, state, and local licenses and certificates that are required.

#### 10.5. **Insurance**

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



## COMMERCIAL HANGAR DEVELOPER (SASO)

### 11. COMMERCIAL HANGAR DEVELOPER (SASO)

#### 11.1. Definition

- 11.1.1. A Commercial Hangar Developer is a Commercial Operator that develops and/or constructs hangar structure(s) for the purpose of selling hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.
- 11.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 10.

#### 11.2. Scope of Activity

- 11.2.1. Developer shall use the leased premises for the purpose of: (1) selling hangar and associated office or shop space, (2) use by Operator (primarily for Developer's aircraft and/or equipment), (3) engaging in subleasing of hangar and associated office and shop space (as a Commercial Hangar Operator).

#### 11.3. Leased Premises

- 11.3.1. Developer engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Developer.
  - 11.3.1.1. *All required improvements including, but not limited to, apron/paved tiedown, vehicle parking, roadway access, landscaping, and facilities shall be located on contiguous land.*
  - 11.3.1.2. *Apron/paved tiedown shall be adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of aircraft.*
  - 11.3.1.3. *The development of commercial hangar(s) shall be limited to the following types of hangar structures:*
    - 11.3.1.3.1. Hangar - a single structure of not less than 2,500 square feet, completely enclosed.
    - 11.3.1.3.2. Hangars - a single structure of not less than 5,000 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private aircraft.

#### 11.4. Insurance

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



## COMMERCIAL HANGAR DEVELOPER (SASO)

### 12. COMMERCIAL HANGAR OPERATOR (SASO)

#### 12.1. **Definition**

12.1.1. A Commercial Hangar Operator is a Commercial Operator that owns or leases a hangar structure(s) for the purpose of subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.

12.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 11.

#### 12.2. **Scope of Activity**

12.2.1. Operator shall use the leased premises for the purpose of: (1) Primarily for Operator's aircraft and/or equipment, (2) subleasing the hangar and associated office and shop space for approved commercial or non-commercial aeronautical activities.

#### 12.3. **Leased Premises**

12.3.1. Operator engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Operator and all approved Sublessee(s).

12.3.1.1. *All required improvements including, but not limited to, apron/paved tiedown, vehicle parking, roadway access, landscaping, and facilities shall be located on contiguous land.*

12.3.1.2. *Apron/paved tiedown shall be adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of aircraft.*

#### 12.4. **Insurance**

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



## NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR

### 13. NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR

#### 13.1. **Definition**

13.1.1. A Non-Commercial Hangar Developer/Operator (Developer/Operator) is an entity that develops/constructs and owns one or more hangar structures for the purpose of storing aircraft used for non-commercial purposes.

13.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Developer/Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 12.

#### 13.2. **Scope of Activity**

13.2.1. Developer/Operator shall use the leased premises for aircraft owned or leased and operated by (and under the full and exclusive control of) Developer/Operator for non-commercial purposes.

13.2.2. No commercial activity of any kind shall be permitted on or from the leased premises.

13.2.3. Developer/Operator shall not be permitted to sublease any land or improvements on the leased premises for any purpose.

#### 13.3. **Leased premises**

13.3.1. A Developer/Operator engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Developer/Operator.

13.3.1.1. *All required improvements including, but not limited to, apron/paved tiedown, vehicle parking, roadway access, landscaping, and facilities shall be located on contiguous land.*

13.3.1.2. *Apron or paved tiedown - shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of Developer/Operator's aircraft.*

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

13.3.1.3.1. Hangar - a single structure of not less than 2,500 square feet, completely enclosed.

13.3.1.3.2. Hangars - a single structure of not less than 5,000 square feet, sub-divided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private aircraft.

#### 13.4. **Insurance**

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



## NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

### 14. NON-COMMERCIAL PERMITTEE

#### 14.1. Introduction

14.1.1. All entities desirous of self-service fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a non-commercial self-service fueling permit.

14.1.1.1. *Those entities that have agreements granting them the rights to perform commercial fueling are not required to apply for a non-commercial self-service fueling permit.*

14.1.2. This Section 13 sets forth the standards prerequisite to an entity desirous of engaging in non-commercial self-service fueling activities at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable regulatory measures pertaining to such activities.

14.1.3. In addition to the applicable General Requirements set forth in Section 2, each entity conducting non-commercial self-service fueling activities at the Airport shall comply with the following minimum standards.

#### 14.2. Agreement/Approval

14.2.1. No entity shall engage in self-service fueling activities unless a valid non-commercial self-service fueling permit authorizing such activity has been obtained from the Airport Manager. Such entities shall herein be referred to as "Permittees".

14.2.2. The permit shall not reduce or limit Permittee's obligations with respect to these self-service fueling standards, which shall be included in the permit by reference.

14.2.3. Prior to issuance and subsequently upon request by the City Council, Permittee shall provide evidence of ownership (and/or lease) of any aircraft being operated (under the full control of) and fueled by Permittee. The City Council, in its sole discretion, will determine if a lease is commercially reasonable.

#### 14.3. Reporting

14.3.1. Permittee shall report all fuel purchased during each quarter and submit a summary report along with appropriate fees and charges due the City on or before the 10<sup>th</sup> day of the subsequent month.

14.3.2. Permittee shall during the term of the permit and for 3 years thereafter maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the City or representatives of the City. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the City, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

#### 14.4. Fuel Storage

14.4.1. Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

14.4.1.1. *through either an authorized FBO at the Airport or*

14.4.1.2. *in a centrally located fuel storage area recommended by the Airport Advisory Board and approved by the City Council and the State's Fire Marshal.*

14.4.1.2.1. Operators authorized by the City Council shall construct or install a self-service fuel storage facility in the centrally located fuel storage area.

14.4.2. Fuel may not be stored on the leased premises.

14.4.3. Fuel suppliers utilized by Operator must have a current and executed non-exclusive revocable fuel delivery permit on file with the City.

14.4.4. Permittee shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

14.4.5. 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 Permittee.



## NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

### 14.5. **Fueling Equipment**

- 14.5.1. Permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons. Avgas refuelers shall have a maximum capacity of 1,200 gallons and Jet Fuel refuelers shall have a maximum capacity of 5,000 gallons. All refueling vehicles shall be capable of bottom loading.
- 14.5.2. Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
  - 14.5.2.1. *The Fire Code adopted by the State of Utah*
  - 14.5.2.2. *National Fire Protection Association (NFPA) Codes;*
  - 14.5.2.3. *Utah Department of Health and Environment Oil Inspection Regulatory Section;*
  - 14.5.2.4. *14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and*
  - 14.5.2.5. *Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".*
- 14.5.3. Prior to transporting fuel onto the Airport, the Permittee shall provide the Airport Manager with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the City at least ten (10) business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous fuel spills. The plan should include equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.
- 14.5.4. In accordance with all applicable regulatory measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the Airport Manager no later than ten (10) business days before the Permittee commences self-fueling at the Airport. The City shall conduct inspections on a periodic basis to ensure compliance.

### 14.6. **Fuel Flowage Fee**

- 14.6.1. Fees will be determined during negotiations.

### 14.7. **Limitations**

- 14.7.1. Permittees shall not sell and/or dispense fuels to based or transient aircraft that are not owned by or under the full control of Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the permit by the Airport Manager.
  - 14.7.1.1. *Revocation upon first violation will be for a period of one (1) year.*
  - 14.7.1.2. *Revocation upon a second violation shall be permanent.*
- 14.7.2. Prior to issuance and subsequently upon request by the Airport Manager, Permittee shall provide evidence of ownership (and or full control) of any aircraft being fueled.

### 14.8. **Insurance**

- 14.8.1. Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A - Schedule of Minimum Insurance Requirements.



### 15. COMMERCIAL ACTIVITY PERMIT

#### 15.1. Definition

15.1.1. COMMERCIAL AERONAUTICAL ACTIVITY: 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.

#### 15.2. Application

15.2.1. Any entity desiring to engage in a commercial aeronautical activity at the Airport shall submit a written application to the Airport Manager for a commercial activity permit.

15.2.2. The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the City in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.

#### 15.3. Approval

15.3.1. Once the application is received by the Airport Manager and a recommendation has been made by the Airport Advisory Board, the application will be sent to the City Council for final review and approval/denial. No application will be deemed complete that does not provide the Airport Advisory Board and the City with the information necessary to allow the Airport Advisory Board and the City to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable regulatory measures (including all applicable Primary Guiding Documents) and be compatible with the Airport's Master Plan and/or land use plan (if any).

15.3.2. Applications reviewed by the Airport Advisory Board will be submitted to the City after no less than a 30-day review period. After the City approves the application a permit will be issued.

#### 15.4. Permit

##### 15.4.1. Commercial Aeronautical Activities

15.4.1.1. *The permit will be valid as long as the Operator meets the following requirements:*

15.4.1.1.1. The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within fifteen (15) days of any change to the information submitted in the Application.

15.4.1.1.2. The Operator is in compliance with all applicable regulatory measures including, but not limited to, these Primary Guiding Documents.

15.4.1.2. *The permit may not be assigned or transferred and shall be limited solely to the approved activity.*

##### 15.4.2. Temporary or Special Use Permit

15.4.2.1. *The Airport Manager may issue a temporary or special use permit that allows an entity to engage in specific activities, in designated areas, and only for a specified period of time, not to exceed one year.*

15.4.2.2. *The permit will be valid only during the time period specified and only as long as the Operator complies with all applicable regulatory measures (including all applicable Primary Guiding Documents).*

15.4.2.3. *The permit may not be assigned or transferred and shall be limited solely to the approved activity, the designated area, and the specified time period.*

#### 15.5. Existing Operator with an Existing Agreement

##### 15.5.1. No Change in Scope of Activities

15.5.1.1. *An existing Operator with an existing agreement may engage in the activities permitted under the agreement without submitting an application for permit provided that the Operator is in compliance with all applicable regulatory measures including, but not limited to, these Primary Guiding Documents.*



## COMMERCIAL ACTIVITY PERMIT

### 15.5.2. Change in Scope of Activities

15.5.2.1. *Prior to engaging in any activity not permitted under the agreement or changing or expanding the scope of the activities permitted under the agreement, the Operator shall submit an application and obtain a permit prior to engaging in the activity.*

### **15.6. Non-Commercial Operators**

15.6.1. A permit is not required; however, the Operator shall comply with all applicable regulatory measures including, but not limited to, these Primary Guiding Documents.



**ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)**

**16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)**

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental, Flying Club, or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator, including Commercial Hot Air Balloon Operators	Temporary Specialized Aviation Service Operator	Commercial Hangar Developer or Operator	Non-Commercial Hangar Developer/Operator	Non-Commercial Self-Service Fueling Permittee
<b>COMMERCIAL GENERAL LIABILITY (Combined Single Limit)</b>											
Each Occurrence	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>VEHICULAR LIABILITY (Combined Single Limit)</b>											
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated) – if applicable</b>											
SE Piston Group I	Each Aircraft		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	
	Each Occurrence		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	
ME Piston Group I	Each Aircraft		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	
Turboprop Group II	Each Aircraft		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	
	Each Occurrence		\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	
Turbojet Group I	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Turbojet Group II	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	
<b>AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)</b>											
SE Piston/Group I							\$1,000,000/\$100,000 sub limit per person				
Commercial Hot Air Balloon							\$1,000,000/\$100,000 sub limit per person				
ME Piston/Group I							\$1,000,000/\$100,000 sub limit per person				
Turboprop Group I & II							\$5,000,000/\$250,000 sub limit per person				
Turbojet/Group I							\$5,000,000/\$250,000 sub limit per person				
Turbojet/Group II					\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			
Students and Renters					\$100,000						
<b>ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)</b>											
Each Occurrence	\$1,000,000										\$1,000,000



## ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

**Commercial General Liability** to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.

**Vehicular Liability or Business Automobile Liability** to include bodily injury and property damage for all vehicles (owned, non-owned, or hired).

**Hangar Keeper's Liability** to include property damage for all non-owned aircraft under the care, custody, and control of the Operator.

**Aircraft and Passenger Liability** to include bodily injury, property damage, and passenger injury for all owned, leased, or operated aircraft.

**Student and Renter Liability** to include bodily injury, personal injury, and property damage (excluding aircraft hull) for students and renters of aircraft.

**Environmental Liability** to include bodily injury, property damage, and environmental cleanup costs.

**SE** = Single engine aircraft

**ME** = Multi engine aircraft