

# Heber City Airport

## Rules and Regulations

Adopted by the City Council

September 21, 2017

Amended by Resolution 2017-\_\_\_\_\_



## INTRODUCTION

### 1. Introduction

#### 1.1 Purpose

- 1.1.1 These Rules and Regulations, and any amendments thereto, are designed to protect the public health, safety, interest, and general welfare on the Airport and to restrict (or prevent) any activity or action which would interfere with the safe, orderly, and efficient use of the Heber City Airport (Airport) by its Operators, Lessees, consumers, and users.

#### 1.2 *Applicability and Conditional Use of Airport*

- 1.2.1 Any permission granted directly or indirectly, expressly or by implication, to any Entity to enter upon or use the Airport (including Aircraft Operators; Vehicle Operators; Aircraft crewmembers and passengers; spectators and sightseers; occupants of private and commercial Vehicles; officers, employees, and customers of Operators and Lessees; Entities doing business with the City and/or Airport Manager, its contractors, subcontractors, and licensees; and all other Entities whatsoever) is conditioned upon:
- 1.2.1.1 Assumption of responsibility by every Entity exercising or taking advantage of such permission;
  - 1.2.1.2 Full and complete compliance with these Rules and Regulations, all Primary Guiding Documents, and applicable Regulatory Measures;
  - 1.2.1.3 Each such Entity shall at all times release, hold harmless, and indemnify the City, Airport, and the Heber City Council (individually and collectively), representatives, officers, officials, employees, agents, and volunteers from any and all responsibility, liability, loss or damage that may result to any Entity, be caused by or on their behalf and/or incident to the manner in which the Airport is operated, constructed, maintained, served, or used.

#### 1.3 *Responsible Party*

- 1.3.1 Any person accessing or using the Airport shall be responsible for their actions and all actions of any person to whom they provide or facilitate access, whether directly or indirectly.



## INTRODUCTION

### **1.4 Civil Rights**

- 1.4.1 No person shall, in the use of the Airport, discriminate or permit discrimination against any other person or group of persons on the basis of race, color, religion, sex, age, disability, or national origin.

### **1.5 Enforcement**

- 1.5.1 The Airport Manager has the authority to take such action as may be necessary to enforce these Rules and Regulations.
- 1.5.2 In any contingencies not specifically covered by these Rules and Regulations, the Airport Manager is authorized to make such rules and render such decisions as to him may seem proper.



## DEFINITIONS

### 2. DEFINITIONS

As used in this title, the following terms mean:

**AIRPORT ADVISORY BOARD:** Shall mean and have reference to the Heber City Airport Advisory Board created by this Title.

**AERONAUTICAL ACTIVITY:** Any activity which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations; for example, air taxi and charter operation, scheduled or nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft parking and storage, sale of aviation petroleum products, aircraft manufacturing, general aviation specialty services, aviation operations, repairs and maintenance of aircraft and sale of aircraft parts.

**AIR OPERATIONS AREA:** Any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.

**AIRCRAFT** means a device that is used or intended to be used for flight in the air.

**AIRCRAFT ACCESSORY SERVICES OPERATOR:** A person providing repairs or sale of aircraft radios, propellers, instruments, accessories, painting or upholstery.

**AIRCRAFT AIRFRAME AND ENGINE REPAIR OPERATOR:** A person providing airframe and/or power plant maintenance and/or overhaul services. This category also includes the sale of aircraft parts and accessories.

**AIRCRAFT CHARTER OPERATOR:** 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.

**AIRCRAFT MAINTENANCE:** Inspection, overhaul, repair, preservation, and the replacement of parts, but excludes preventive maintenance.

**AIRCRAFT MANUFACTURING SERVICES OPERATOR:** A person engaged in the manufacture, fabrication, or assembly of aircraft or aircraft/aerospace parts, systems and components.

**AIRCRAFT OPERATION:** An aircraft arrival or departure from the Airport.

**AIRCRAFT OWNER:** A person to whom an aircraft is registered and a person who exercises the full incidents of ownership of an aircraft under a long term lease agreement.



## DEFINITIONS

**AIRCRAFT RENTAL OPERATOR:** A person engaged in the rental of aircraft to the public. It shall not include an aircraft owner who loans his or her aircraft for reimbursement on a nonprofit basis.

**AIRCRAFT SALES OPERATOR:** A person engaged in the sale of new and/or used aircraft or who acts as an aircraft broker.

**AIRPORT:** Means the area of land that is used or intended to be used for the landing and takeoff of aircraft including its buildings and facilities and shall mean and have reference to all areas comprising Heber City Airport that now exist or may hereafter be expanded, together with their appurtenant facilities.

**AIRPORT LAYOUT PLAN (ALP):** The FAA approved chart identifying the location for various uses and activities on the Airport.

**APRON:** The areas surrounding buildings to which aircraft have access.

**BALLOON:** A Commercial Hot Air Balloon Operator is a Commercial Operator engaged in providing Air Transportation Services for Hire. A lighter-than-air aircraft that is not engine driven, and that sustains flight through the use of either gas buoyancy or an airborne heater.

**CFR:** Code of Federal Regulations.

**COMMERCIAL ACTIVITIES:** Revenue producing activities and business activities engaged in for profit. The subletting of one's private hangar upon the Airport shall not be construed as a commercial activity.

**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.

**COMMERCIAL FUEL SALES:** Shall include all fuel sold or dispensed by anyone other than an aircraft owner or his or her employees into the aircraft owner's own aircraft.

**COMMERCIAL OPERATOR:** A person who, for compensation or hire, engages in the carriage by aircraft in air commerce of persons or property, other than as an air carrier or foreign air carrier or under the authority of Part 375 of Title 14 Federal Aviation Regulations (FAR).



## DEFINITIONS

**COMMERCIAL OPERATIONS:** Operations performed for compensation or hire. The subletting of one's private hangar shall not be construed as a commercial operation.

**CONCESSION:** A commercial activity operated within the confines of the Airport with a negotiated fee schedule.

**ELECTRICALLY BONDED:** The connection of the fueling service vehicle with an unpainted metal point on the aircraft or vehicle using a functional bonding cable.

**FAA:** The Federal Aviation Administration.

**FAR:** Federal Aviation Regulations.

**FIXED BASE OPERATOR:** 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.

**FLAMMABLE,** with respect to a fluid or gas, means susceptible to igniting readily or to exploding.

**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.

**FUEL FARM:** One or more fuel storage tanks.

**FUEL SERVICING EQUIPMENT:** Vehicles and equipment used for fueling or defueling aircraft or vehicles.

**FUELING OPERATIONS:** Fueling or defueling aircraft, equipment or vehicles.

**GENERAL AVIATION:** Shall include all phases of aviation other than aircraft manufacturing, military aviation and regulated air carrier operations.

**GROUND TRANSPORTATION:** Transportation for hire or compensation to or from the Airport.

**HAZARDOUS AND TOXIC MATERIALS:** Shall include petroleum products, pesticides, solvents, paint, explosives, flammables and any other substance that requires special handling under current or future federal, state or local environmental safety and health regulations.



## DEFINITIONS

**NIGHT:** The time between the end of evening civil twilight and the beginning of morning civil twilight, as published in the American Air Almanac, converted to local time.

**OPERATE:** With respect to aircraft, means use, cause to use or authorize to use aircraft, for the purpose (except as provided in §91.13 of FAR Title 14) of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise).

**PARK:** To leave the aircraft or vehicle unattended.

**PERSON** means an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. It includes a trustee, receiver, assignee, or similar representative of any of them.

**PREVENTIVE MAINTENANCE** means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

**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 bases (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).

**PROFESSIONAL SKILLS:** Any skill obtained after special study or the use of which requires a license under FAA regulations or federal, state or local law.

**RAMP:** The paved area of the Airport normally used for aircraft parking and loading.

**RUN UP:** Engine acceleration to test its functions while the aircraft is stationary.

**RUNWAY:** The paved area designated for aircraft landing and takeoff.

**SERVICE EQUIPMENT:** Devices designed for aircraft servicing or other Airport functions or devices regularly used at the Airport, including, but not limited to, fuel trucks, aircraft starting units, mobile aircraft stairs, etc.

**SPECIALIZED AVIATION SERVICES OPERATOR (SASO):** 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, sightseeing flights; crop dusting; seeding and spraying; banner towing and aerial advertising; aerial photography or survey; firefighting; power line or pipeline patrol and wildlife spotting; or any other operations specifically excluded from FAR part 135, except fuel sales,



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**SPECIAL AVIATION SERVICES OPERATORS AGREEMENT (SASO AGREEMENT):** A permit required to be obtained from the City and maintained during any period in which a person conducts any commercial aeronautical activity upon the Airport, except that a person with an Airport lease permitting a commercial aeronautical activity shall not be required to obtain a separate commercial aeronautical activities permit to engage in that activity upon the Airport.

**TAXIWAY:** The paved area of the Airport designated for aircraft movement from the runway to the ramp.

**TIE DOWN:** An unenclosed space where an aircraft is parked.

**VEHICLE:** A device (not an aircraft) in, upon or by which any person or property is or may be propelled, moved, transported, hauled or drawn upon any roadway or ground surface at the Airport.





## OFFICIALS; AUTHORITY

### 3. OFFICIALS; AUTHORITY:

#### 3.1 *City Manager:*

3.1.1 The Airport Manager is authorized to implement this title; and to recommend to the city council such additional ordinances governing the use of the Airport as are necessary or desirable. This title, any administrative orders implementing it and any amendments thereto shall be available to the public.

#### 3.2 *Airport Manager:*

3.2.1 The Airport Manager shall have full power to carry out, administer and enforce this title to oversee its implementation, to receive applications and reports, to issue permits, approvals, and authorizations and to make designations on behalf of the city as provided in this title, and to manage the Airport.

3.2.2 The Airport Manager, his or her representatives, and the city police shall have the authority to take the steps necessary for the handling, policing and protection of the public while at the Airport.

#### 3.3 **AGREEMENT TO FOLLOW RULES:**

3.3.1 Any person who enters upon or uses the Airport or its facilities or any part thereof impliedly agrees that a condition of that use is compliance with Airport ordinances, rules and regulations.



## AIRPORT ADVISORY BOARD

### 4. AIRPORT ADVISORY BOARD

**Purpose:** This section is enacted and intended for the purpose of establishing the Heber City Airport Advisory Board, whose objectives and purposes shall be to advise the City Council and the Mayor in matters pertaining to the operations of the Heber City Airport.

#### Article I:

##### Authority

These rules and procedures were adopted by the Heber City Council on April 20, 2006, and amended by Resolution 2016-\_\_\_\_\_.

#### Article 2:

##### Jurisdiction

The physical jurisdiction of the Airport Advisory Board (Board) is the Heber City/Russ McDonald Airport field boundaries and any infrastructure, safety zones, and the like appertaining thereto.

#### Article 3:

##### Appointment and Terms of Members

- A. The Airport Advisory Board shall consist of (7) members and (2) alternates;
- B. Membership shall be as follows:
  1. Two City Council Members. Said two Council Members shall be alternate Board Members, and once approved by the consent and advice of the City Council may serve at the pleasure of the Mayor for the duration of their term as Council Members. However, with the advice and consent of the City Council the Mayor may rotate these Council Members with other Council Members every two years, but this is not required, and left to the discretion of the Mayor. The alternates shall participate in the meeting and have all the other rights of regular board members, except voting; but if any voting members are absent or recused on a particular agenda item, such that the voting requirement for a quorum is not met, then one or both of the alternates may vote to fill the quorum.
  2. Three permanent Heber City Residents and shall be voting Board Members.
  3. Three at-large permanent Wasatch County Residents. Said Wasatch County Resident Members may, but are not required to be Heber City Residents, and shall be voting Board Members.



## AIRPORT ADVISORY BOARD

4. One member that is a permanent resident of Daniel, Wasatch County; and shall be a voting member.
  5. A Quorum shall consist of a minimum of four voting Board Members.
  6. A Technical Assistance Committee will be formed as needed to help understand technical and other issues associated with the Airport or other entities that might be affected by it. During the time they serve on said Technical Assistance Committee, any such Committee Member shall not be paid or receive any compensation from the City.
  7. For the purposes of this Article and provisions, Permanent Residency shall be defined as a person who meets the following criteria:
    - a. is a citizen of the United States at least 30 days immediately prior to their appointment;
    - b. has been a resident of Utah for at least the 30 days immediately before the appointment;
    - c. will be at least 18 years old on the day of the appointment to the Board; and
    - d. currently resides within the voting district or precinct in which the person would apply to register to vote. It is not a requirement of Board Membership that said Member votes, is registered or registers to vote.
    - e. whose home and primary residence is located in Wasatch County and is recognized as a primary residence by the County Assessor.
  8. Members shall be required to attend at least 60% of the publicized meetings of the Board.
  9. In the event a membership term is ended, and there is no immediate replacement and the Council does not approve or consent to a replacement, the person last serving in that position for said term shall continue to serve until the Mayor and Council come to an agreement or replace. However, any term of any Council Member shall terminate when they no longer serve as City Council Members.
- C. The Airport Advisory Board will interface with and be supported by the City Manager, his designee, and/or the Airport Manager. Heber City will also provide a secretary and staff support as needed.
- D. Subject to Provision B(1) above regarding Heber City Council Members, and Provision 8 above, the terms of office for the seven appointed Airport Advisory Board members shall be four years. The initial appointments shall be for, three positions two years, two positions three years, and two positions four years from January 1, 2005. Any vacancies in these positions shall be filled by a recommendation from the Mayor and confirmation by the City Council. The



## AIRPORT ADVISORY BOARD

appointment will be for at the remaining time of the member whose vacancy is being filled.

- E. Improper conduct and non-performance of duties shall result in a recommendation to the Heber City Council for removal of said member. Members may be removed after a public hearing, by a majority vote of the City Council.

### Article 4:

#### Airport Advisory Board Officers and their Duties

##### A. Chairperson

1. The Airport Advisory Board shall elect a Chairperson and a Vice-Chairperson from among its members at the first regular meeting in January.
2. The Chairperson and Vice-Chairperson shall serve for a term of two years, beginning the first regular meeting in February.
3. The Chairperson shall preserve order, and decide all points of order, subject to appeal of the Airport Advisory Board membership. Such appeal shall be decided by a majority vote of the members present. The Chairperson may vote on all matters before the Airport Advisory Board.
  - a. The Chairperson with the concurrence of a majority vote of the Airport Advisory Board and the City Council may create such special subcommittees as he/she may, from time-to-time, deem necessary or desirable.
  - b. In the event of absence or disability the Chairperson, the Vice-Chairperson shall preside. In the absence of both, the members shall appoint a Chairperson for that meeting.

##### B. Vice-Chairperson

1. Perform all of the above duties in the absence of the Chairperson;
2. Conduct the annual review of the Airport Advisory Board actions;
3. Coordinate and conduct the annual meeting of the Board; and
4. Provide orientation to new Airport Advisory Board Members.



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### C. Secretary

1. Assure true recording and maintenance of the public record, record the proceedings of all hearings and meetings; and prepare the minutes of the Board. Minutes shall include:
  - a. The date, time, and place of the meeting;
  - b. The names of members present and absent;
  - c. The substance of all matters proposed, discussed, or decided, and a record, by individual members of votes taken;
  - d. Findings and conclusions;
  - e. The names of all citizens who appeared and who gave comments and the substance in brief of their testimony;
  - f. Any other information that any member requests be entered in the minutes.
2. All recommendations to the City Council, involving changes in the City ordinances shall be submitted by the Secretary to the City Attorney for review. After the review, the proposed ordinance shall be returned to the Airport Advisory Board to evaluate any comments or suggestions before being submitted to the City Council.

### Article 5:

#### Staff of the Board and their Duties

- A. Airport Manager and Secretary with whatever assistance is required from the Airport Advisory Board
  1. Shall advise the Airport Advisory Board regarding regulation of and requests for development and re-development, financial concerns, and other matters;
  2. Shall coordinate and supervise work preparation by staff;
  3. Shall prepare all documents for presentation to the Airport Advisory Board; and
  4. Assist the Chairperson and Vice-Chairperson of the Board in the exercise of their duties.
- B. Legal Counsel

The City Attorney or his designee shall be the legal counsel for the Airport Advisory Board and its subcommittees.



## AIRPORT ADVISORY BOARD

### Article 6:

#### Meetings

- A. The Airport Advisory Board shall meet as set forth in the annual notice of meeting schedule to conduct its duly appointed business.
- B. A special meeting for any purpose may be held on the call of the Chairperson or four members of the Airport Advisory Board. Board members and public shall be notified of such meetings by the Secretary, in accordance with the provision of City and State law.
- C. A Quorum of the Airport Advisory Board shall consist of four voting members, including one or two alternate members filling in as set forth in Article 3(B)(1), above. A quorum shall be necessary to conduct business.
  1. Any agenda item must receive at least four (4) affirmative votes for approval or recommendation to City Council for approval.
  2. A failure to vote by a member shall be counted as an abstention.
- D. Order of Business for Regular Meetings

Unless approved by majority of the quorum, the Airport Advisory Board will follow the published Agenda.

1. Deadline for Filing and Removal of Agenda Items:
  - a. Deadline for the General Public: All items submitted by the general public to be presented at the Airport Advisory Board Meeting must be in writing. The deadline for submitting an item to the Airport Board secretary is 5:00 p.m. one week + one day prior to the regular Airport Advisory Board meeting at which the item(s) are to be presented.
  - b. Deadline for Airport Advisory Board Members, City Council Members, and City Staff: Items submitted by Airport Advisory Board Members, City Council Members, and City Staff to present at the Airport Advisory Board meeting must be in writing. The deadline for submitting an item to the Airport Board secretary is by 5:00 p.m. two day prior to the Airport Advisory Board meeting.
  - c. Removal of Agenda Items: Individuals may remove any item they submitted from the agenda at any time.
  - d. Each agenda item shall be accompanied with any support material needed for Board members to take action.
  - e. While matters not on the agenda may be discussed, no final action can be taken on any matter not on the written agenda.



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### Article 7:

#### Participation by Staff and Public

- A. No person shall be permitted to speak unless recognized by the Chairperson, who shall designate time limits to persons permitted to speak on any matter properly before the Board. Each person speaking before the Airport Advisory Board shall first state his name, address and then the substance of his remarks.
- B. Matters before the Airport Advisory Board shall be presented in the following manner:
  - 1. Presentation by staff;
  - 2. Presentation by applicant;
  - 3. Comments from the public, where appropriate, (decided by the chair);
  - 4. Comment and questions from the Airport Advisory Board;
  - 5. Further comments by applicant and public; and
  - 6. Concluding comments and recommendations from the staff.
- C. Roberts Rules of Order will be applied as necessary.

### Article 8:

#### Findings, Conclusions and Recommendations

- A. Form and Character of Motions
  - 1. Upon review of the public record on a request and due deliberation among the members of the Airport Advisory Board, any member of the Board, except; the Chairperson, may make a motion. The motion shall include not only the direction of the motion (approval, approval with conditions, or denial), but also a recitation of the specific findings and conclusions supporting such motion.
  - 2. A second shall be required for each motion.
  - 3. A motion shall die in absence of a second.
  - 4. Discussion and amendments on the motion.



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5. Where a motion to deny a request is defeated, a member of the Board initially in opposition shall have first right to make a motion to:
  - a. Approve the request;
  - b. To table, or
  - c. To continue the matter for further study or investigation.
- B. Forwarding the Airport Advisory Board recommendations to the City Council
  1. Recommendations made by the Airport Advisory Board will be prepared by staff and scheduled for presentation to the City Council. Recommendations will be forwarded as approved by the Airport Advisory Board (without alteration).
  2. The Airport Manager supported by the Chairman and other members of the Airport Advisory Board will present it to the City Council.
  3. Airport Advisory Board Secretary will notify Board Members when Board matters are being presented to the City Council.

### Article 9:

#### Requirements for the Submission of Requests

- A. The Airport Advisory Board may adopt standard forms for the submission of requests. All requests shall have reasonable advance time requirements;
- B. The Airport Manager or his designee shall certify completeness of requests;
- C. Any request denied shall not be resubmitted for a maximum period of six months or as requested by the Chairman; and
- D. The Airport Advisory Board may recommend to the City Council a fee schedule for the submission of requests to cover processing, duplication, notices and, distribution of requests and related documents.

### Article 10:

#### Documents of the Board

- A. Any and all materials submitted to the Airport Advisory Board regarding a request shall be entered into the public record by a motion to "accept for the record".
- B. All notices, agendas, requests, agency or consultant letters or reports, staff reports, minutes of meetings, and resolutions or record shall constitute the documents of the Airport Advisory Board and shall be indexed as public record.





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### Article 11:

#### **Administrative Calendar**

- A. Notice for all public hearings, work sessions and regular meetings shall conform to requirements of law.
- B. Regular meeting schedule for the calendar year following shall be determined at the annual meeting of the Airport Advisory Board.
- C. The Airport Advisory Board shall have an annual public meeting, to review the work of the previous year and plan the work program for the coming year.

### Article 12:

#### **Conduct of Members of the Airport Advisory Board**

- A. Members of the Airport Advisory Board shall prepare themselves for hearings and meetings.
- B. Appointed members of the Airport Advisory Board shall attend at least 60 percent of all meetings within a calendar year. Failure to do so may be deemed by the Airport Advisory Board as cause for removal.
- C. An Airport Advisory Board member with a conflict of interest in a matter before the Board must state that such a conflict of interest exists and withdraw from participation in the public hearing, work session, or regular meeting on such matters. Participation of a member of the Airport Advisory Board with a conflict of interest may be cause for removal. The interests of that Airport Advisory Board member may be represented before the Board by agenda or legal representative at the public hearing, regular meeting, or work session and entered into the public record. The prohibition from "participation" does not exclude an Article 7.B.2 presentation or a response solicited from one of the other Board members.

### Article 13:

#### **Changes Affecting the Airport Master Plan**

Anytime the Airport Advisory Board would make a decision affecting the Airport Master Plan, the Board shall hold a public hearing to make an amendment to the Plan.



## AIRPORT ADVISORY BOARD

### Article 14:

#### **Adoption and Amendment of Bylaws; Airport Minimum Standards Amendments; Airport Rules & Regulations Amendments; Airport Lease Rates & Charges Policy Amendments; & Airport Fees**

- A. Bylaw adoption, or amendment(s); Airport Minimum Standards Amendments, Airport Rules & Regulations Amendments, Airport Lease Rates & Charges Policy Amendments, and Airport Fees, shall be recommended to the Heber City Council by the Airport Advisory Board or City Council members following review by the City's legal counsel.
- B. The City Council shall review the proposed bylaws amendment(s), Airport Minimum Standards Amendments, Airport Rules & Regulations Amendments, Airport Lease Rates & Charges Policy Amendments, and Airport Fees and make one of the following actions:
  1. Adopt as submitted;
  2. Reject as submitted; or
  3. Amend/revise and adopt.

The bylaw or amendment proposals, Airport Minimum Standards Amendments, Airport Rules & Regulations Amendments, Airport Lease Rates & Charges Policy Amendments, and Airport Fees shall take effect immediately upon adoption by resolution of the City Council.



## GENERAL RULES AND REGULATIONS

### 5. GENERAL RULES AND REGULATIONS

#### 5.1 *Ordinances; Applicability*

5.1.1 For the purposes of this title, the Airport shall be deemed to be a public place. All city ordinances apply at the Airport unless they are expressly inapplicable or they contradict this title.

#### 5.2 *Damage; Liability*

5.2.1 Any person causing damage of any kind to Airport property or fixtures shall promptly pay the city for all repairs necessary. If the city prevails in a legal action to collect damage, the city may also collect reasonable attorney fees.

#### 5.3 *Access Card*

5.3.1 Operators, Lessees, and contractors (including all employees) on or performing work at the Airport and who require Vehicle access/entry into the movement and non-movement areas of the Airport require an access card.

##### 5.3.1.1 Revocation

5.3.1.1.1 Improper use of the access card may result in immediate revocation of the access card or other penalties as authorized by these Rules and Regulations.

5.3.1.1.2 No person may loan their access card to any other person or knowingly permit the use thereof by another. Loaning an access card may result in penalties or revocation.

##### 5.3.1.2 Lost, Stolen, or Missing Access Cards

5.3.1.2.1 Each access card holder shall notify the Airport immediately upon becoming aware of a lost, stolen, or missing access card prior to being issued a new access card.

#### 5.4 *Commercial Activities*

5.4.1 Entities desirous of engaging in Commercial Activities at the Airport must submit an application to the Airport.

5.4.1.1 Application process is described in the Lease Agreement



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5.4.1.2 A copy of the Lease Agreement and application can be obtained from the Airport Manager.

5.4.2 Prior to engaging in a Commercial Activity, Entities must enter into an Agreement with the Airport describing the terms and conditions of said Activity.

5.4.3 Entities engaging in Commercial Aeronautical Activities must adhere to the Minimum Standards and Requirements for Aeronautical Activities.

5.4.3.1 A copy of the Minimum Standards and Requirements for Aeronautical Activities can be obtained from the Airport Manager.

### 5.5 ***Self-Servicing***

5.5.1 Aircraft Operators are permitted to fuel, wash, repair, or otherwise service their own based Aircraft (utilizing their own Equipment), provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and all other applicable Regulatory Measures.

5.5.2 An Aircraft Operator may hire an individual (as an Employee) to provide, under the direction and supervision of the Aircraft Operator, services on the Aircraft Operator's Aircraft.

5.5.2.1 Aircraft Operators are ONLY permitted to have their Aircraft fueled, washed, repaired, or painted by those Operators and Lessees authorized to provide such service pursuant to an Agreement with the Airport.

### 5.6 ***Accidents or Incidents***

5.6.1 Any person involved in or witnessing an Aircraft or Vehicle accident on the Airport resulting in any injury (or death) to person or damage to Property shall remain at the scene and notify the Airport Manager immediately, provide all pertinent information as requested and comply with all other reporting requirements under local, state, or federal law. The persons involved shall remain at the scene of the accident without moving any debris until it has been investigated. No aircraft or vehicle shall be removed from the accident until proper permission is given.

### 5.7 ***Solicitation, Picketing, and/or Demonstrations***

5.7.1 Conduct of or participation in solicitation, picketing, parading, marching, patrolling, demonstrating, sit-downs, and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials on



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the Airport is prohibited without prior written permission of the Airport Manager.

### **5.8 Signage/Advertisements**

5.8.1 Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Airport Manager.

5.8.1.1 The posting or distributed of written advertisements, notice, circulars, and/or handbills on Aircraft or Vehicles is prohibited.

5.8.2 Signage installed on the Airport must meet the specifications as listed in the current City Ordinance.

### **5.9 General Conduct**

5.9.1 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

5.9.2 No person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to the posted or otherwise visually indicated directions applicable to that area.

5.9.3 Destroying, damaging, injuring, defacing, disturbing, or tampering with Property on the Airport is prohibited.

5.9.3.1 Any person who causes damage to Property on the Airport shall be liable for such damage.

5.9.4 Injuring, disturbing, or harassing any person on the Airport is prohibited.

5.9.4.1 Any person who causes injury to any person on the Airport shall be liable for such injuries.

5.9.5 Smoking on the Airport except in areas specifically designated and posted as public smoking areas, is prohibited.

5.9.6 No person shall use, possess, sell, or distribute controlled or illegal substances on the Airport. No person shall sell or distribute prescription drugs on the Airport.

5.9.7 Being intoxicated; being disorderly, displaying obscene, lewd, or indecent behavior or committing an unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) on the Airport is prohibited.



## GENERAL RULES AND REGULATIONS

- 5.9.8 Loitering on the Airport or in any building on the Airport is prohibited.
- 5.9.9 No person shall engage in, conduct, aid in, or abet any form of gambling on the Airport.
- 5.9.10 Moving, tampering, starting, using, or interfering with the safe operation of any Aircraft or Vehicle or any Aircraft or Vehicle part, instrument, or tool without permission of the Aircraft or Vehicle Operator or by specific direction of the Airport Manager is prohibited.

### **5.10 Operator and Lessee Facilities**

- 5.10.1 Operator and Lessee facilities are expressly for the conduct of the Operator's or Lessee's business and operations. No person other than employees and customers of the Operator or Lessee shall make use of such facilities or loiter on such premises without permission of the Operator or Lessee.

### **5.11 Abandoned, Derelict, or Lost Property**

- 5.11.1 Property shall not be abandoned on the Airport.
- 5.11.2 Abandoned, derelict, or lost property found in public areas at the Airport including, without limitation, Aircraft, Vehicles, Equipment, machinery, baggage, or parts thereof should be reported (and/or turned in) to the Airport Manager.
  - 5.11.2.1 Any person finding a lost article on the Airport shall turn it into the Airport Manager's office. Articles unclaimed in sixty (60) days shall be disposed of in accordance with the provisions of Utah statutes on unclaimed property.

### **5.12 Environmental Clean Up**

- 5.12.1 Should the Airport Manager determine that during the course of an environmental incident the responsible party is not capable of, has not, or refuses to take the appropriate action in a timely manner to mitigate the adverse environmental incident (in the sole discretion of the Airport), then the Airport reserves the right to take action and/or employ those services that the Airport determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the responsible party.

### **5.13 Restricted Areas (including the movement and non-movement areas)**

- 5.13.1 Access into a Restricted Area is limited to the following persons with an access card:



## GENERAL RULES AND REGULATIONS

- 5.13.1.1 Owner/Operator of based aircraft
  - 5.13.1.2 A Commercial Operator, vendor, or contractor and their designated employees having a need to conduct business on the Airport
  - 5.13.1.3 Agencies required in support of an Emergency Plan
  - 5.13.1.4 FBO (Lessee): Each FBO has been authorized to permit access through the gate adjacent to its transient facility. This authorization is expressly intended to facilitate customer activity on the transient Apron within full view of the FBO.
  - 5.13.1.5 Corporate tenants, SASO, or Lessee: Each are authorized to use their card to escort customers/vendors. The business is responsible for such parties that are allowed access under their supervision.
  - 5.13.1.6 Hangar Owners/Lessees: These Lessees are authorized to use their access card to gain access to their Hangar.
  - 5.13.1.7 Members of the Heber City Airport Advisory Board
  - 5.13.1.8 Surveyors or their designated employees having a need to conduct business at the NGS Monument Marker
- 5.13.2 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

### **5.14 Animals**

- 5.14.1 Domestic pets and animals, except for special assistance or law enforcement dogs, are not permitted on the Airport unless controlled and restrained by a leash or container. Any person bringing a dog or other animal onto the Airport shall immediately clean up any messes it causes and shall be responsible for any damage or injury it causes.
- 5.14.2 Horseback riding on the Airport is prohibited.
- 5.14.3 The Airport Manager shall authorize intentional hunting, pursuing, and trapping, on the Airport.
- 5.14.4 Use of Firearms: The city may authorize use of firearms when necessary for bird and animal control and in accordance with any required state permits.
- 5.14.5 Dogs: No person shall bring a dog or other animal into the Airport grounds unless that animal is intended for use in the assistance of the handicapped



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or physically impaired. No person shall bring a dog or other animal onto other Airport premises unless the animal is controlled by a leash. No person shall allow an animal to escape on the Airport.

- 5.14.6 Reporting Animal Strikes: Any person who observes a vehicle striking wildlife of any kind is required to report said strike in writing to the Airport Manager within 10 days of the strike regardless of whether the strike caused damage to the vehicle or injury to the animal.

### **5.15 Weapons and Explosives**

- 5.15.1 Only duly authorized security personnel; Operations Agents; duly authorized post office or Airport employees; law enforcement personnel, or members of the armed forces of the United States or the State of Utah on official duty shall carry any weapons and/or explosives in the Airport Terminal or other public areas of the Airport.

5.15.1.1 Cased sporting guns carried for transshipment are accepted.

- 5.15.2 Discharge of any weapon on the Airport is prohibited, except in the performance of official duties or in the lawful defense of life or property.

- 5.15.3 No person shall store, keep, handle, use, dispose of, or transport on the Airport any Class A or Class B explosives or Class A poison (as defined in the Interstate Commerce Commission Regulation for transportation of explosives and other dangerous articles), any other poisonous substances (solid, liquid, or gas), compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may (or may be likely) unreasonably endanger persons or Property.

### **5.16 Alcoholic Beverages**

- 5.16.1 Consumption of alcoholic beverages is prohibited in any City-owned facilities of the Airport.

### **5.17 Use of Public Areas**

- 5.17.1 No person shall use a restroom other than in a clean and sanitary manner.
- 5.17.2 Use of any public area of any facility or area of the Airport for sleeping or other purposes in lieu of a hotel, motel, or other public accommodation is prohibited.

### **5.18 Pedestrians**

- 5.18.1 Runways And Taxiways





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5.18.1.1 Pedestrian traffic in any form is strictly forbidden on runways and taxiways. Maintenance crews and others performing essential functions with the permission of the city are not considered pedestrian traffic.

### **5.19 Service Equipment**

5.19.1 Devices designed for aircraft servicing or other airport functions or devices regularly used at the Airport, including, but not limited, fuel trucks, aircraft starting units, mobile aircraft stairs, etc., must be secured in approved parking areas.

### **5.20 Model Airplanes**

5.20.1 Model aircraft or other unpiloted flying device is prohibited from any use at the Airport.

### **5.21 Trash and Other Waste Containers**

5.21.1 Garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind shall not be placed, discharged, or deposited on the Airport except in the receptacles provided specifically for that purpose.

5.21.2 The Airport Manager shall designate areas to be used for garbage receptacles and no other areas shall be utilized.

5.21.2.1 Such areas shall be kept clean and sanitary at all times.

5.21.2.2 Garbage receptacles shall be emptied with sufficient frequency to prevent overflowing and shall be cleaned with sufficient frequency to prevent the development of offensive odors.

5.21.2.3 Garbage receptacles shall be equipped with securely fastened lids.

### **5.22 Fire**

5.22.1 Entities engaged in any activity at the Airport, whether occupying Airport owned facilities or otherwise, shall comply with all applicable local, state, and FAA regulations and all fire code and practices recommended by the National Fire Protection Association (NFPA), unless otherwise directed or authorized in writing by the Airport Manager to deviate from same.

5.22.2 Entities shall comply with all directives issued by the Airport Manager regarding the removal of fire hazards, arrangement or modification of Vehicles or Equipment, or altering operating procedures considered unsafe from a fire prevention standpoint.



## GENERAL RULES AND REGULATIONS

- 5.22.3 Entities using the Airport or the facilities located at the Airport shall exercise the utmost care to guard against fire and injury to persons or Property.
- 5.22.4 Smoking, matches, lighters, or any open flames are prohibited within 50 feet of any Aircraft, refueling Vehicle, fuel storage facility or any Aircraft being fueled or defueled.
- 5.22.5 Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises that require controlled burning.

### **5.23 Hazardous Waste and Materials**

- 5.23.1 No Entity shall store, keep, handle, use, dispense, discharge, or transport on the Airport any Hazardous Material in violation of any Regulatory Measure. Proper permits must be obtained from the appropriate Agency, copies must be presented to the Airport Manager, and prior written permission must be obtained from the Airport Manager.
  - 5.23.1.1 Approved storage of Hazardous Waste on the Airport must be placed in suitable receptacles with self-closing covers that are properly secured.
- 5.23.2 Lubricating oils and hazardous liquids shall be disposed of in a manner compatible with these Rules and Regulations, the International Fire Code, and Utah Revised Statute.
- 5.23.3 No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Waste shall be disposed of or dumped in drains, on Aprons, catch basins, ditches, or elsewhere on the Airport.
- 5.23.4 Any person who experiences overflowing or spilling of oil, grease, fuel, and/or similar material or substance anywhere on the Airport is responsible for the immediate cleanup of the spill, proper disposal of the substance, and notification of the Airport Manager.
  - 5.23.4.1 Failure to clean the area and properly dispose of the substance may result in the Airport providing cleanup and disposal at the expense of the responsible party.
- 5.23.5 All empty oil, paint, and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner, in the sole discretion of the Airport Manager, and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings.
- 5.23.6 Gasoline, oil, and solvent drums or receptacles shall not be stored within Aircraft and/or Vehicle operating areas nor be in excess of amounts actually



## GENERAL RULES AND REGULATIONS

needed as current stock. Any material of this type shall be kept enclosed and covered in a clearly marked and labeled housing of a design and type that meets the approval of the Airport Manager and Fire Marshal.

5.23.6.1 Secondary containment is required for the storage of gasoline, oils, solvents, and/or hazardous waste in drums or receptacles.

### **5.24 Painting**

5.24.1 Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities and in compliance with the International Fire Code.

### **5.25 Flammable Solids and Liquids**

5.25.1 The use and storage of all flammable materials (solid and liquids) shall be in compliance with Regulatory Measures including the International Fire Code.

5.25.2 The use of flammable, volatile liquids having a flash point of less than 150 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically set aside and approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with adequate and readily accessible fire-extinguishing apparatus.

5.25.3 The procedures and precautions outlined in the criteria of NFPA Pamphlet No. 30 (Flammable and Combustible Liquids Code), NFPA Pamphlet No. 410D (Safeguarding Aircraft Cleaning, Painting and Paint Removal), and NFPA Pamphlet No. 410F (Aircraft Cabin Cleaning and Refurbishing Operations) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

### **5.26 Effluents, Pollutant, or Air Contaminant**

5.26.1 No person shall discharge any substance in or upon the Airport in violation of any Regulatory Measure. Proper permits must be obtained from the appropriate Agency, copies must be presented to the Airport Manager, and prior written permission must be obtained from the Airport Manager for such discharge.

5.26.2 Hazardous Spills

5.26.2.1 *The State of Utah requires an immediate notification of any hazardous spill in excess of 25 gallons.*



## GENERAL RULES AND REGULATIONS

- 5.26.2.1.1 Hazardous spills that require reporting include, but are not limited to, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous.
- 5.26.2.2 *In the event a hazardous spill occurs of any magnitude, the responsible party of such spill shall take appropriate action in the containment, clean up, and rehabilitation of such hazardous spill. The following procedures shall be implemented in managing a hazardous spill.*
- 5.26.2.3 *Minor Spills - Spills of less than 5 gallons and that are not compromising the safety of the public.*
  - 5.26.2.3.1 Determine the threat to the immediate public.
  - 5.26.2.3.2 Contain the spill with an absorbent.
  - 5.26.2.3.3 Block all stormwater drains that could be impacted by such a spill.
  - 5.26.2.3.4 Apply the proper absorbent from strategically placed spill kits. All liquids and or absorbents shall be disposed of or reused per applicable Regulatory Measures.
  - 5.26.2.3.5 Make record of the spill at your facility.
  - 5.26.2.3.6 Contact the Utah Board of Health should the spill impacted the ground waters and or the surface waters no matter how small the quantity.
- 5.26.2.4 *Major Spills - Spills in excess of 5 gallons but less than 25 gallons or any spill causing an immediate threat to the safety of the public.*
  - 5.26.2.4.1 Determine the threat to the immediate public.
  - 5.26.2.4.2 Block all stormwater drains from potential contamination.
  - 5.26.2.4.3 Contain the spill with an absorbent.
  - 5.26.2.4.4 Contact the Airport immediately. Airport personnel will determine when to call Wasatch County Fire Department.
  - 5.26.2.4.5 Determine the nature of the spill.



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- 5.26.2.4.6 Apply absorbents to the spill until all residual liquid has been processed. All liquids and absorbent shall be disposed of properly per applicable Regulatory Measures.
  - 5.26.2.4.7 Assess the damage to the land and/or water with Airport personnel. 5.26.2.4.8. Contact the Utah Board of Health should the spill impact the ground waters and or the surface waters no matter how small the quantity.
  - 5.26.2.4.8 Record all aspects of the spill in your files.
  - 5.26.2.4.9 A written detailed report containing all pertinent information of such spill shall be completed by the responsible party and delivered to the Airport Manager within 5 working days.
- 5.26.2.5 Serious Spills - Spills in excess of 25 gallons and which may pose a serious threat to the safety of the public.*
- 5.26.2.5.1 Evaluate the threat to the public and make any arrangements to secure the safety of the immediate public (i.e., evacuation).
  - 5.26.2.5.2 Contain the spill should safety permit.
  - 5.26.2.5.3 Block all drains that pose an immediate threat from the spill.
  - 5.26.2.5.4 Apply absorbents to such a spill until all residual liquid is processed. All liquids and absorbent shall be disposed of properly per applicable Regulatory Measures.
  - 5.26.2.5.5 Contact the Wasatch County Fire Department and the Airport immediately.
  - 5.26.2.5.6 Airport personnel shall assess the damage to the land and/or the waters.
  - 5.26.2.5.7 Airport personnel shall inspect the drainage outfall for downstream contamination.
  - 5.26.2.5.8 Record all aspects of the spill in your record.



## GENERAL RULES AND REGULATIONS

5.26.2.5.9 Contact the Utah Board of Health and the Environmental Protection Agency immediately.

5.26.2.5.10 Provide a written summary of the spill and the measures that will be taken to eliminate such a spill in the future to the Airport within 5 working days.

### **5.27 Emergency Conditions**

- 5.27.1 Emergency conditions at the Airport shall not mitigate or cancel these Rules and Regulations.
- 5.27.2 During such conditions, the Operator of any Aircraft or Vehicle shall make certain that the Aircraft or Vehicle is not moved in any direction unless specifically cleared by the Airport Manager.
- 5.27.3 No person shall enter upon the landing areas, Aprons, or taxiways of the Airport for the purpose of attending, observing, or assisting at the scene of an accident except persons requested or permitted to do so by the Airport Manager.
- 5.27.4 Emergency procedures for the Airport may be issued at the discretion of the Airport Manager.
- 5.27.5 The Airport Manager shall determine when normal operations may resume.



## AIRCRAFT RULES AND REGULATIONS

### 6. AIRCRAFT RULES AND REGULATIONS

#### 6.1 *Regulatory Measures*

6.1.1 Activities at the Airport (including the controlled airspace of the Airport) shall conform to the current applicable provisions of 14 CFR; applicable Regulatory Measures, and these Rules and Regulations.

#### 6.2 *Airworthiness*

6.2.1 Only Aircraft considered airworthy by the FAA or any foreign counterpart shall land or takeoff from the Airport and/or use any area of the Airport for Aircraft parking or storage.

6.2.1.1 *Aircraft Operator shall promptly remove Aircraft that are not airworthy unless written permission is granted by the Airport Manager.*

6.2.1.1.1 Written permission may be granted by the Airport Manager to store Aircraft undergoing major renovation or restoration as long as the Aircraft is stored in a hangar.

6.2.1.1.2 If Airport owned hangars, t-hangars, or tiedown occupancy is at capacity, non-airworthy Aircraft may be kept at the Airport (with written permission of the Airport Manager) for no more than 6 months.

6.2.1.1.3 Should an Aircraft Operator fail to remove an Aircraft (at Aircraft Operator's expense) that is not airworthy after notification by the Airport Manager, the Aircraft may be removed by the Airport Manager at the risk and expense of the Aircraft Operator without liability for damage arising from or out of such removal.

6.2.2 Abandoning an Aircraft anywhere on the Airport is prohibited.

6.2.2.1 *The Airport Manager, at the risk and expense of the Aircraft Operator, may remove such Aircraft without liability for damage arising from or out of such removal.*

#### 6.3 *Based Aircraft Registration*

6.3.1 Based Aircraft Operators must have a tiedown or hangar Agreement with either the Airport or an authorized FBO.



## AIRCRAFT RULES AND REGULATIONS

### **6.4 Hours of Operation**

6.4.1 The Airport is available for use 24 hours per day, 7 days per week.

### **6.5 Prohibiting Use of the Airport**

6.5.1 The Airport Manager shall have the right at any time to close the Airport or any portion thereof to air traffic to prohibit Aircraft landing and/or taking off at any time and under any circumstances, to delay or restrict any flight or other Aircraft operation, or to deny the use of the Airport to any person or group when the Airport Manager considers such actions to be necessary and desirable in the interest of safety or when the Rules and Regulations herein set forth are being violated.

6.5.2 The Airport Manager may prohibit Aircraft operations (except for emergency landings) when it is determined that conditions are unsafe or the Aircraft operation would likely endanger persons or Property.

*6.5.2.1 The Airport Manager may issue a Notice to Airmen (NOTAM) to close or open the Airport (or any portion thereof) or to terminate or restrict any activity on or at the Airport.*

*6.5.2.2 Only the Airport Manager may cancel a NOTAM.*

### **6.6 Aircraft Maintenance**

6.6.1 Aircraft Maintenance on the Airport is permitted only in areas designated by the Airport Manager.

*6.6.1.1 Only designated areas shall be used for preventive maintenance (as defined by 14 CFR Part 43) and in accordance with the posted rules at each maintenance area.*

*6.6.1.2 Aircraft Maintenance within hangars shall be limited to that specifically permitted by the type rating established in the International Building Code and in compliance with the directives of the Fire Marshal.*

6.6.2 Aircraft painting shall be performed only in hangars approved for that activity.

### **6.7 Aircraft Engine Operation**

6.7.1 Only qualified persons shall start and/or operate an Aircraft engine at the Airport and/or taxi an Aircraft on the Airport.





## AIRCRAFT RULES AND REGULATIONS

- 6.7.1.1 *Qualified persons include a pilot, an airframe and powerplant mechanic, or a qualified technician licensed by the FAA and qualified to start or operate the engine(s) and/or taxi that particular class and type of Aircraft.*
- 6.7.2 Aircraft controls shall not be unattended while Aircraft engines are operating.
- 6.7.3 Propeller, engine, and exhaust noises shall be kept to a minimum.
- 6.7.4 Runup of Aircraft engines shall be performed only in the areas designated for such purpose by the Airport Manager.
  - 6.7.4.1 *Runup of Aircraft engines is not allowed in non-movement areas except in designated areas or approved by the Airport Manager.*
  - 6.7.4.2 *Aircraft may not be tied to any structure during Aircraft engine runup.*

### **6.8 Aircraft Parking and Storage**

- 6.8.1 Aircraft shall be parked only in those areas designated for such purpose by the Airport Manager and shall not be positioned in such a manner so as to block a runway, Taxiway, Taxilane, or obstruct access to hangars, parked Aircraft, and/or parked Vehicles.
- 6.8.2 Unless otherwise provided in an Agreement with the Airport or authorized FBO, no person shall use any area of the Airport for the parking and storage of Aircraft, other than Transient Parking, without prior written permission of the Airport Manager.
  - 6.8.2.1 *Should a person use such areas for Aircraft parking or storage without first obtaining the prior written permission (of the Airport Manager), the Airport Manager may remove and store the Aircraft at the expense of the Aircraft Operator without liability for damage that may arise from or out of such removal or storage.*
- 6.8.3 Aircraft Operators shall ensure parked and stored Aircraft are properly secured as set forth in FAA AC 20-35C.
  - 6.8.3.1 *Parked or stored rotorcraft shall have braking devices and/or rotor mooring blocks applied to the rotor blades.*
- 6.8.4 Upon request of the Airport Manager, the Operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by the Airport Manager. In the event the Aircraft



## AIRCRAFT RULES AND REGULATIONS

Operator refuses, is unable, or unavailable, the Airport Manager may move the Aircraft to the area at the risk and expense of the Aircraft Operator without liability for damage that may arise from or out of such movement.

### **6.9 Aircraft Security**

6.9.1 If the kind, type, mission, or condition of an Aircraft makes it necessary for an Aircraft Operator to obtain, provide, and/or maintain security for an Aircraft, the Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after obtaining the prior written permission from the Airport Manager.

### **6.10 Aircraft Operations**

6.10.1 Aircraft Operators shall not land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft at the time of using such area.

*6.10.1.1 It shall be the Aircraft Operator's responsibility to repair any damage to the Airport's runways, taxiways, or Aprons caused by excessive Aircraft weight loading.*

6.10.2 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Airport Manager.

### **6.11 Taxiing Operations**

6.11.1 Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless the Airport Manager or designated representative directs otherwise.

6.11.2 The starting, positioning, or taxiing of any Aircraft shall be performed in such a manner so as to avoid generating (or directing) any propeller slipstream or jet blast that may endanger or result in injury to persons or damage to Property.

6.11.3 Aircraft engines shall not be started and Aircraft shall not be taxied into, out of, or within any structure on the Airport.

6.11.4 Aircraft shall not be taxied until the Aircraft Operator has ascertained (by visually inspecting the area) there is no danger of collision with any person or object in the area.

6.11.5 Aircraft being taxied, towed, or otherwise moved at the Airport shall proceed with running lights and anti-collision lights illuminated during the time between official sunset and official sunrise.



## AIRCRAFT RULES AND REGULATIONS

6.11.6 Aircraft shall only be taxied or towed in areas normally used for operation of Aircraft, unless express prior written approval has been received by the Airport Manager.

6.11.7 Aircraft taxiing speeds shall be reduced during periods of low visibility or inclement weather.

### 6.12 *Flight Instruction*

6.12.1 All Entities giving flight instruction shall be held responsible to the Airport for the conduct of all students during the course of instruction.

### 6.13 *Noise Abatement Procedures*

## **Voluntary Noise Abatement Flight Procedures**

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The recommended flight procedures for the Heber City Airport Voluntary Noise Abatement Program are designed to minimize the negative impacts of aircraft noise exposure to the surrounding community. The procedures are strictly voluntary in nature; however, your participation and adherence to the recommended procedures will contribute to minimizing noise exposure to surrounding communities and contribute to positive community relations. Most importantly, safety ALWAYS takes precedence over noise abatement procedures.

- 1) **ABBREVIATED VOLUNTARY NOISE ABATEMENT FLIGHT PROCEDURES**
  - 2) **EXPANDED VOLUNTARY NOISE ABATEMENT FLIGHT PROCEDURES**
- 

### 1) **HEBER CITY AIRPORT - ABBREVIATED VOLUNTARY NOISE ABATEMENT PROCEDURES**

#### **GENERAL**

- **Remember... Safety ALWAYS takes precedence over noise abatement procedures.**
- Avoid overflight of nearby residential areas whenever practicable, except in an emergency or necessary for safe aircraft operations.
- Runway 22 is the designated calm wind runway.
- Avoid aircraft operations between 11:00 p.m. and 6:00 a.m. weekdays and 10:00 p.m. and 7:00 a.m. weekends and holidays (Voluntary Nighttime Curfew).
- Avoid engine maintenance run-ups between 10:00 p.m. and 7:00 a.m. weekdays and 10:00 p.m. and 8:00 a.m. weekends and holidays.
- Minimize Auxiliary Power Unit (APU) Operations.
- Minimize the use of thrust reversers to the maximum extent safe and practical.

#### **DEPARTURES – All Runways**

- Climb at best rate until reaching 500 feet AGL (weather permitting) before making any turns.
- For aircraft with variable pitch propellers, **reduce power and prop RPM** to climb power setting (preferably at or below 2,500 RPM and/or 25 inches for non-turbocharged aircraft) **as soon as**



## AIRCRAFT RULES AND REGULATIONS

possible.

### **DEPARTURES – Runway 4**

- Propeller Aircraft – North, East & Southeast bound: Climb heading 045° until clear of populated areas and terrain.
- Propeller Aircraft - West, Southwest bound: Fly left hand pattern avoiding populated areas to **Sewage Lagoons, U.S. Highway 40 or Deer Creek Reservoir** as VFR waypoints based on direction of flight.
- Jet Aircraft – All directions: Climb heading 045° until clear of populated areas and terrain.

### **DEPARTURES – Runway 21**

- Propeller Aircraft - Fly left hand pattern transitioning avoiding populated areas to **Sewage Lagoons, U.S. Highway 40 or Deer Creek Reservoir** as VFR waypoints based on direction of flight.
- Jet Aircraft – North & Eastbound; Climb runway heading until reaching Deer Creek Reservoir then to Sewage Lagoons, then turn northeast until clear of populated areas.
- Jet Aircraft – West & Southwest bound: Climb runway heading to Deer Creek Reservoir.

### **ARRIVALS – All Runways**

- Utilize high profile, low throttle approached whenever possible.
- Avoid large propeller RPM increases below pattern altitude.
- Use **Sewage Lagoons, U.S. Highway 40 or Deer Creek Reservoir** as VFR waypoints.
- Propeller Aircraft – transition from VFR waypoints into traffic pattern for landing avoiding overflight of populated areas.
- Jet Aircraft – Avoid populated areas by flying high and wide downwind and base legs to final approach. When arriving from the north, break southeast or southwest approximately 4 miles north of Heber City to enter a 4-mile right base for Runway 22 or towards Sewage Lagoons, then Deer Creek Reservoir for Runway 4.

### **TRAINING PATTERN**

- Stay at or above pattern altitude 6,400 feet MSL (763 feet AGL)
- Left-hand traffic patterns Runways 3 and 21.
- If practicable, use reduced power setting on downwind leg.

## **2) HEBER CITY AIRPORT - EXPANDED VOLUNTARY NOISE ABATEMENT PROCEDURES**

### **GENERAL**

- **Remember... Safety ALWAYS takes precedence over noise abatement procedures**
- Avoid overflight of nearby residential areas whenever practicable except in an emergency or necessary for safe aircraft operations.
- Runway 22 is the designated calm wind runway.
- Avoid operations between 11:00 PM and 6:00 AM weekdays and 10:00 PM and 7:00 AM weekends and holidays (Voluntary nighttime curfew).
- Engine maintenance run-ups are discouraged between 10:00 PM and 7:00 AM weekdays and 10:00 PM and 8:00 AM on weekends and holidays. For noise abatement purposes, please limit run ups to the minimum time necessary.
- For noise abatement purposes, please limit Auxiliary Power Units (APU) use to the minimum time necessary. The maximum recommended APU run-time is (30) minutes. In addition, the APU is considered an engine start and compliance with the Heber City Municipal Airport voluntary curfews are requested.
- Pilots are requested to perform pre-flight run ups away from open areas including off the end of exposed runways as well as away from hangars and buildings whenever possible. Extended



## AIRCRAFT RULES AND REGULATIONS

- high power settings on run-up or departures negatively impact the community.
- The use of reverse thrust may negatively impact the residential community surrounding the Heber City Municipal Airport, particularly during night hours. The use of minimum reverse thrust necessary for safety is recommended consistent with runway conditions and available length.

### **DEPARTURES – All Runways**

- Climb at best rate until reaching 500 feet AGL (weather permitting) before making any turns.
- For aircraft with variable pitch propellers, **reduce power and prop RPM** to climb power setting (preferably at or below 2,500 RPM and/or 25 inches for non-turbocharged aircraft) **as soon as possible**.

### **DEPARTURES – Runway 22**

- Propeller Aircraft - Northbound: Climbing left turn to 7,500 feet MSL, cross mid-field, proceed to Sewage Lagoons. Turn northeast until clear of populated areas. Proceed on-course.
- Propeller Aircraft - West & Southwest bound: Climb runway heading to Deer Creek Reservoir/Provo Canyon. Proceed on-course as terrain permits.
- Propeller Aircraft – East & Southeast bound: Left-hand downwind departure until reaching U.S. 40, Southeast bound: Turn right and climb following U.S. 40. Proceed on-course when terrain permits. Eastbound: continue in downwind leg until crossing 1200 South. Turn right and climb following 1200 South until clear of populated areas. Proceed on-course as terrain permits.
- Jet Aircraft – North & Eastbound; Climb runway heading until reaching Deer Creek Reservoir. Right climbing turn over Deer Creek Reservoir, proceed to Sewage Lagoons.
- Northbound: Turn northeast until clear of populated areas. Proceed on-course as terrain permits.
- Jet Aircraft – West/Southwest bound: Climb runway heading until reaching Deer Creek Reservoir/Provo Canyon. Proceed on-course as terrain permits.

### **DEPARTURES – Runway 4**

- Propeller Aircraft – North & Eastbound: Climb heading 045° until clear of populated areas and terrain. Climbing turns to proceed on-course terrain permitting. Southeast bound: Climb heading 045°. Extend climbing leg before turning southeast to avoid overflight of populated areas.
- Propeller Aircraft – West & Southwest bound: Fly left hand pattern to base leg until reaching U.S. 189. Turn right and follow U.S. 189 to Deer Creek Reservoir. Proceed on-course as terrain permits.
- Jet Aircraft – All directions: Climb heading 045° until clear of populated areas and terrain.
- Climbing turns to proceed on-course terrain permitting.

### **ARRIVAL – All Runways**

- Utilize high profile, low throttle approaches whenever possible.
- Avoid large propeller RPM increases below pattern altitude.

### **ARRIVAL – Runway 4**

- Propeller Aircraft - from East & Southeast: Fly clockwise along outer edge of East Hills until reaching U.S. 40. Turn right and follow U.S. 40 for entry into left hand downwind/base leg.
- Propeller aircraft - from North: Fly to sewage lagoons descending to 6,500 feet MSL. Turn south for entry to left hand downwind leg.
- Propeller aircraft – From South & Southwest: Exit Provo Canyon crossing Deer Creek Reservoir to sewage lagoons descending to 6,500 feet MSL. Turn south for entry to left hand downwind leg.
- Jet Aircraft - from East & Southeast: Fly counterclockwise along outer edge of East Hills until northeast of Airport. Descend direct towards Airport. Cross mid-field to enter wide left hand downwind outside of Charleston and over Deer Creek Reservoir.



## AIRCRAFT RULES AND REGULATIONS

- Jet Aircraft - from North: If able, turn southwest breaking off from south heading approximately 4 miles north of Heber City and fly to Sewage Lagoons. Enter a wide left hand downwind outside of Charleston and over Deer Creek Reservoir.
- Jet Aircraft – from Southwest: From Provo Canyon/Deer Creek Reservoir fly straight-in runway heading.

### **ARRIVAL – Runway 22**

- Propeller Aircraft - from East & Southeast: Fly wide 4-mile left base for 4-mile final approach; or fly along edge of East Hills then follow U.S. 40 and enter left downwind leg.
- Propeller aircraft - from North: Fly to sewage lagoons descending to 6,500 feet MSL. Turn southeast, crossing midfield to enter left hand downwind leg.
- Propeller aircraft – From South & Southwest: Exit Provo Canyon crossing Deer Creek Reservoir to sewage lagoons descending to 6,500 feet MSL. Turn southeast, crossing midfield to enter left hand downwind leg.
- Jet Aircraft - from East & Southeast: Fly high & wide 4-mile left base leg for 4-mile straight- in final approach
- Jet Aircraft - from North: If able, turn southeast breaking off southern heading approximately 4 miles north of Heber City to enter a 4-mile right-hand base leg. Turn right for 4-mile straight-in final approach. If unable to break off for a right-hand base, then maintain maximum practicable altitude over Heber City, fly wide left-hand downwind and base legs at the outer edges of the valley for a 4-mile final approach.

### **TRAINING PATTERN**

1. Stay at or above pattern altitude 6,400 feet MSL (763 feet AGL)
2. Left-hand traffic pattern Runways 3 and 21
3. If practicable, use reduced power setting on downwind leg

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## **6.14 Rotorcraft Operations**

6.14.1 Rotorcraft shall park or operate only in the areas approved by the Airport Manager.

6.14.2 Rotorcraft shall not be operated within 50 feet of any facility or Fuel storage facility.

## **6.15 Traffic Patterns**

6.15.1 Aircraft shall conform to the traffic patterns promulgated jointly by the FAA and the Airport Manager.

## **6.16 Limitations**

6.16.1 Aircraft Operators shall obtain the prior written permission of the Airport Manager before conducting any of the following activities at the Airport.

6.16.1.1 Use of Motorless Aircraft: The landing upon or towing from the Airport of gliders, sailplanes, and other certificated motorless Aircraft.



## AIRCRAFT RULES AND REGULATIONS

- 6.16.1.2 Use of Ultralight Vehicles: The landing upon or taking off from the Airport of ultralight vehicles.
- 6.16.1.3 Use of Lighter-than-Air Aircraft: The landing upon or taking off from the Airport of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air Aircraft that utilize gasses or hot air to provide lift.
- 6.16.1.4 Banner or Glider Towing: The landing upon or taking off from the Airport of Aircraft that tow banners, gliders, or any other device.
- 6.16.1.5 Aircraft operating above 75,000 lbs.
- 6.16.1.6 Hazardous Cargo: Landing or taking off with flammable, explosive, or corrosive materials, except that which is carried aboard for the operation of the Aircraft or use by crewmembers or passengers.
- 6.16.1.7 Radioactive Cargo: The landing upon or taking off from the Airport of Aircraft loaded with radioactive materials.
  - 6.16.1.7.1 All shipments of radioactive cargo or other hazardous material shall comply with regulations established in 49 CFR Parts 100-199, and all other Regulatory Measures governing such shipments.
  - 6.16.1.7.2 Trained Hazmat and ARFF equipment and personnel will be required for this type of operation as a standby precautionary measure. Costs associated with Trained Hazmat equipment and personnel shall be borne by the Aircraft Operator.

### **6.17 Fees and Charges**

- 6.17.1 Aircraft shall not land or take off from the Airport unless the Aircraft Operator has paid the fees and/or charges that may be assessed from time to time by the Airport for such use unless the Operator is exempt from payment of certain fees or unless the Operator is entitled to use the Airport without making such payment as stipulated in an Agreement with the Airport.
  - 6.17.1.1 Aircraft exempt from Airport fees and charges include Aircraft owned and/or operated by the United States of America, military forces of the United States of America, and the Aircraft operated by foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined in the FAA Grant Assurances)



## VEHICLE RULES AND REGULATIONS

### 7. Vehicle Rules and Regulations

#### 7.1 *Regulatory Measures*

7.1.1 All Vehicle Operators on the Airport shall comply fully with the State of Utah Motor Vehicle Laws, as amended, and with all Airport Regulations and instructions issued by the Airport Manager, representatives of the Airport, or law enforcement personnel.

7.1.2 Jurisdiction shall be as in all other traffic offenses within appropriate jurisdiction (i.e., Heber City, Utah).

#### 7.2 *Operator Licensing*

7.2.1 Vehicle Operators must have a valid state Vehicle Operator's license and evidence of insurance (as required by state law) to operate a Vehicle on the Airport.

#### 7.3 *Vehicle Gate Card Access*

7.3.1 Vehicles operating or parking on the AOA, except for Emergency Vehicles, must be registered with the Airport under the Vehicle Gate Card Access Program and access the Airport through use of the Gate Access Card, unless otherwise authorized by the Airport Manager.

7.3.1.1 All persons applying for a Vehicle Gate Access Card will complete the Vehicle Gate Access Card Application and return it to the Airport Manager.

7.3.1.2 All persons applying for a Vehicle Gate Access Card shall pay a \$20.00 non-refundable administrative fee to the Airport at the time of application submission.

#### 7.4 *Vehicle Licensing and Equipment*

7.4.1 All Vehicles shall meet proper state licensing, registration, and inspection requirements.

#### 7.5 *Vehicle Operations*

7.5.1 Vehicle operations on the Airport with disregard of the rights and safety of others; and without due caution is prohibited.

7.5.2 Landside Speed Limits

7.5.2.1 Safe Speed - Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having





## VEHICLE RULES AND REGULATIONS

regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or Property.

7.5.2.2 Minimum Speed - Vehicles shall not be operated at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with the law.

7.5.2.3 Maximum Speed - Vehicles, except Emergency Vehicles responding to an emergency, shall not be operated on the Airport in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be 35 miles per hour.

### 7.5.3 Airside Speed Limits

7.5.3.1 Vehicles, except Emergency Vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 20 miles per hour.

7.5.4 Vehicle Operators shall yield the right of way to pedestrians, Emergency Vehicles (or Equipment), snowplows, and Aircraft.

7.5.5 Vehicle Operators shall comply with any order, signal, sign, or directive of the Airport Manager.

7.5.6 Vehicle Operators shall not, after receiving a visual or audible signal, fail to stop the Vehicle being operated or interfere with or endanger the operation of an agent of the Airport.

7.5.7 Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by an agent of the Airport.

7.5.8 Persons shall not ride on the outside of a Vehicle, or allow arms or legs to protrude from a Vehicle with exception of Emergency Vehicles that are designed specifically for such operations and/or use by ARFF personnel.

7.5.9 Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of the Aircraft.

7.5.9.1 Vehicles shall pass to the rear of taxing Aircraft and come no closer than 100 feet to a taxiing Aircraft.



## VEHICLE RULES AND REGULATIONS

7.5.9.2 Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked Aircraft.

7.5.10 Vehicles used for hauling trash, dirt, or any loose material shall be covered.

7.5.11 Tugs and Trailers

7.5.11.1 Positive locking couplings are required for all towed Equipment on the AOA.

### **7.6 Air Operations Area**

7.6.1 Vehicles used exclusively on the AOA shall be painted and marked in a manner approved by the Airport Manager and be equipped with an approved and fully operational amber or red (emergency Vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle in compliance with FAA Advisory Circular 150/5210-5B.

7.6.2 The Airport Manager may restrict Vehicles to a certain portion(s) or segment(s) of the AOA. Such restrictions shall prohibit Vehicle operations outside designated area(s).

7.6.3 Use of ATVs, three wheelers, scooters, mini-bikes, go-carts, roller blading, skate boarding, and the recreational use of bicycles is not permitted on the Airport unless written permission from the Airport Manager is received.

7.6.4 Manually controlled gates that provide access to the AOA shall be kept closed and locked at all times except when actually in use.

7.6.5 When automatic gates are used, Vehicle Operators must stop the Vehicle and allow the gate to fully close before proceeding. The Vehicle Operator must also ensure that no other Vehicles or persons gain access to the Airport while the gate is in the process of closing and/or not fully closed.

7.6.5.1 If the Vehicle Operator cannot prevent such access, the Vehicle Operator must immediately notify the Airport Manager.

### **7.7 Disabled, Abandoned, or Illegally Parked Vehicles**

7.7.1 Vehicles shall not be Abandoned on the Airport.

7.7.2 The Airport Manager may tow or otherwise remove from the Airport any Vehicle that is disabled, Abandoned, and/or parked in violation of these Rules and Regulations (or if the Vehicle creates a safety hazard or interferes with Airport operations) at the Vehicle Operator's risk and expense and without liability for damage that may result from such removal.



## VEHICLE RULES AND REGULATIONS

### **7.8 Parking**

- 7.8.1 Locations: No person shall park a vehicle on the Airport other than in a manner and at locations indicated by posted traffic signs or markings. A tenant may dedicate a portion of his/her hangar for nonaviation storage, so long as the hangar is primarily used for aviation purposes.
- 7.8.2 Hangars: No person shall park a vehicle in front of any hangar or building, except for delivery and service vehicles actually making a delivery, and then only long enough to complete the delivery.
- 7.8.3 Designated Parking Areas: The city may designate and mark a parking space on a tenant's leased area at the request of that tenant if doing so will not create a hazard, impede snow removal or other Airport operations and the tenant pays the cost of having the space marked or does it himself or herself. No designated parking space may be used to store campers, motor homes, trailers, trucks (except passenger vehicle pickups), boats or recreational vehicles.

### **7.9 Identification**

- 7.9.1 Mobile service equipment must display identification visible from fifty feet (50'), identifying the vehicle owner.

### **7.10 Runways And Taxiways**

- 7.10.1 Permission Required: No person shall operate a vehicle on any runway or taxiway without the express approval of the Airport Manager.



## OPERATOR AND LESSEES RULES AND REGULATIONS

### 8. Operator and Lessee Rules and Regulations

#### 8.1 Security

8.1.1 It is the responsibility of all Operators and/or Lessees to see that all gate chains, doors, and other public safeguards are continually and conscientiously used in a manner so as to protect all persons. All access gates to the AOA through an Operator or Lessee's premises are their responsibility and shall remain closed when not attended.

#### 8.2 Construction or Alteration of Improvements

8.2.1 Any construction or alteration of an improvement located on the Airport shall be performed in compliance with the Airport Layout Plan (ALP) and must be approved in writing in advance by the Airport Manager.

#### 8.3 Maintenance of Premises

8.3.1 All Operators and Lessees are required to keep the land and/or improvements under lease (or being occupied or used) free from all fire hazards and maintain the same in a condition of repair, cleanliness, and general maintenance.

8.3.1.1 Failure by Operator or Lessee to maintain the land or improvements under lease (or being occupied or used) within 5 days of written notice from Airport may result in the Airport conducting or contracting the maintenance at Operator's or Lessee's expense or such longer period as may be allowed in Operator's or Lessee's Agreement.

8.3.2 All Operators and Lessees shall be fully responsible for all damage to facilities, Equipment, real property, related appurtenances, and all other improvements in the ownership, care, custody, or control of the Airport caused by the Operator or Lessee or by their employees, agents, customers, visitors, suppliers or persons with whom they do business.

8.3.3 Facilities (including hangar floors) shall be kept free from the accumulation of oil, grease, flammable liquids, rags, or other waste materials. The use of volatile or flammable solvents for cleaning floors is prohibited.

#### 8.4 Fire Prevention

8.4.1 Operators and Lessees shall be responsible for ensuring that fire prevention practices and/or procedures are followed at all times.



## OPERATOR AND LESSEES RULES AND REGULATIONS

8.4.1.1 Operators and Lessees that have employees conducting fueling or fuel transfer operation must ensure that all employees receive proper fire prevention, use of fire extinguishers, responding to fuel and oil spills, and handling flammable materials training or instruction immediately upon employment and that employees receive such training or instruction annually thereafter and shall document such training.

8.4.2 Operators and Lessees shall provide proper, adequate, inspected, certified, and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved (or associated with the activity).

8.4.2.1 Fire extinguishers shall be maintained in accordance with the International Fire Code.

8.4.2.2 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such Equipment.

### **8.5 Heating Equipment**

8.5.1 All heating Equipment and fuel burning appliances installed or used on the Airport shall comply with the requirements of Heber City, the State of Utah, the International Fire Code, National Board of Fire Underwriters, and the Fire Marshall.

### **8.6 Aircraft Hangars**

8.6.1 Aircraft hangars shall only be used for the following purposes:

8.6.1.1 Storage and parking of Aircraft and associated Aircraft Equipment and supplies.

8.6.1.1.1 Aircraft parked in hangars shall be parked in a manner so as to be completely contained in the hangar and not obstruct adjacent Aircraft parking and/or storage areas, Taxiways, or Taxilanes except for temporary staging and/or fueling of such Aircraft.

8.6.1.1.2 A tenant may dedicate a portion of his/her hangar for nonaviation storage, so long as the hangar is primarily used for aviation purposes.

8.6.2 Use of Aircraft hangars shall be subject to the following restrictions:



## **OPERATOR AND LESSEES RULES AND REGULATIONS**

- 8.6.2.1 No Aircraft Maintenance, alterations, or repairs shall be performed in a hangar without the prior written permission of the Airport Manager.
  - 8.6.2.1.1 No preventive Aircraft Maintenance shall be conducted in or from any T- Hangar for any Aircraft not listed on the Agreement (for the hangar) unless written permission is granted by the Airport Manager.
  - 8.6.2.1.2 For hangars not having a readily accessible personnel exit door, hangar doors shall remain open 36 inches anytime a person is in the hangar.
  - 8.6.2.1.3 Oily rags, waste oil, or other materials soiled with petroleum based products may only be stored in containers with self-closing, tight-fitting lids as approved by the Fire Marshall.
  - 8.6.2.1.4 Aircraft batteries shall not be connected to a charger when installed in an Aircraft that is located inside (or partially inside) a hangar; if left unattended.

### **8.7 Storage of Materials and Equipment**

- 8.7.1 Operators and/or Lessees shall store, stack, box, or bag material (or Equipment) in such manner as to preclude creating any hazard, obstructing any operation, or littering.
  - 8.7.1.1 Storage of materials or equipment shall not be permitted outside.
  - 8.7.1.2 Lessees of the Airport can store non hazardous items in a covered and fenced area on their Leased Premises with prior written authorization from the Airport Manager.

### **8.8 Compressed Gases**

- 8.8.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.
  - 8.8.1.1 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed.
  - 8.8.1.2 Cylinders or tanks not in use shall have an approved transportation safety cap installed.



## OPERATOR AND LESSEES RULES AND REGULATIONS

### **8.9 Lubricating Oils**

8.9.1 A total of 60 gallons of lubricating oils having a flash point at or above 150 degrees may be stored in hangars provided that the product is stored in the original container and has the original manufacturer's labeling (or that the product is stored in other suitable containers approved by the Airport Manager).

8.9.1.1 Larger quantities may be stored in accordance with applicable Regulatory Measures.

8.9.1.2 T-hangars shall not contain oil quantities in excess of two times the oil storage capacity of the engine of the Aircraft stored therein.

### **8.10 Right of Entry**

8.10.1 The Airport Manager shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all records, rooms, areas, and facilities on Airport property, whether or not the right of entry is provided for in any Agreement. Port-a-port Hangar Lessees shall provide Airport with a key capable of gaining access to the port-a-port hangar.

8.10.1.1 Airport Manager shall have the right of entry to Airport owned 75' x75' hangars, 100'x 100' hangars, T-hangars or port-a-port hangars without advanced notification.



## REFUELING, DEFUELING, AND FUEL STORAGE

### 9. REFUELING, DEFUELING, AND FUEL STORAGE

#### 9.1 *Regulatory Measures*

9.1.1 Refueling, defueling, and fuel storage on the Airport shall conform to the current applicable provision of 14 CFR; applicable Regulatory Measures; and all appropriate NFPA guidelines.

#### 9.2 *Permit*

9.2.1 Fuels shall only be dispensed on the Airport by those Entities having an Agreement with the Airport granting such permission.

#### 9.3 *Training*

9.3.1 No person shall fuel or defuel an Aircraft until that person is properly trained.

9.3.2 Training records documenting the training provided to (and qualifications of) each person shall be maintained.

9.3.2.1 Records shall indicate initial training and all recurrent training provided.

9.3.2.2 Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.

9.3.2.3 All records shall be subject to review of and/or inspection by the Airport Manager.





## PERMISSION REQUIRED

### 10. PERMISSION REQUIRED

#### 10.1 *No person shall use any area or facility on the Airport for any commercial activities without first*

- 10.1.1 Complying with applicable city regulations;
- 10.1.2 obtaining a permit for the activity from the city or signing a lease, whichever is required;
- 10.1.3 paying the rates and charges prescribed for that activity;
- 10.1.4 agreeing to indemnify the city; and
- 10.1.5 meeting the minimum standards for the activity.

#### 10.2 *Permission will expire*

- 10.2.1 If the permitted commercial activity ceases for a period of twelve (12) months; or as specified by the lease, concession agreement, or permit.



## INSURANCE REQUIREMENTS

### 11. INSURANCE REQUIREMENTS

#### 11.1 *Minimum Limits Of Insurance*

- 11.1.1 Each person conducting a commercial activity involving aircraft operation, including, but not limited to, aircraft instruction, rental or charter, shall maintain aircraft liability insurance with limits of not less than one million dollars (\$1,000,000) per combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 11.1.2 Each person conducting any commercial activity in which customers, vehicles or aircraft have access to or are operated on the ramps, apron, taxiways or runways shall maintain commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage; business automobile liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; workers' compensation limits as required by the laws of the state; and employer's liability insurance with limits of not less than one hundred thousand/five hundred thousand/one hundred thousand dollars 18 (\$100,000/500,000/100,000).
- 11.1.3 Each person selling or maintaining aircraft, aircraft parts or fuel shall maintain products and completed operations liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit.
- 11.1.4 During construction, the lessee or owner, or the contractor of the lessee or owner, shall maintain liability insurance, commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage; business automobile liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; workers' compensation limits as required by the laws of the state; employers' liability insurance with limits of not less than one hundred thousand/five hundred thousand/one hundred thousand dollars (\$100,000/500,000/100,000); and all-risk builders' liability insurance coverage in the amount of the project cost and any other construction obligations that may arise.

#### 11.2 *Deductibles And Self-Insured Retentions*

- 11.2.1 Any deductibles or self-insured retentions greater than one thousand dollars (\$1,000) must be declared to and approved by the city.



## INSURANCE REQUIREMENTS

### **11.3 Acceptability Of Insurers**

11.3.1 Insurance is to be placed with insurers carrying a "Bests" rating of not less than B+XII.

### **11.4 Verification Of Coverage**

11.4.1 Each operator, contractor or lessee shall furnish the city with certificates of insurance affecting coverage required by this title.

11.4.2 The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

11.4.3 The certificates are to be on forms acceptable to the city and are to be received and approved by the city before activity commences.

### **11.5 Subcontractors**

11.5.1 The operator, contractor or lessee shall include all subcontractors and sub subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor.

11.5.2 All coverage for subcontractors shall be subject to all of the requirements stated herein.



### 12. LEASES AND AGREEMENTS

#### 12.1 *Policy*

12.1.1 It shall be the Airport's policy to negotiate lease terms that make the Airport as self-sufficient as possible; that provide flexibility to manage the Airport; that provide high quality and all necessary services; and that provide a fair return on lessee's investment in capital improvements.

#### 12.2 *Proposal And Permits*

12.2.1 A request to the city to lease Airport land or facilities for commercial activities, to issue a commercial aeronautical activities permit, or to issue any other permit to conduct nonaeronautical commercial activities should be made in writing and include a proposal which sets forth the scope of operations proposed, including the following:

12.2.1.1 The name, address and telephone number of the applicant.

12.2.1.2 The services the applicant will offer.

12.2.1.3 The proposed date of commencement of the activity and term of conducting the same.

12.2.1.4 A detailed description of the scope of the intended operation.

12.2.1.5 The means and methods to be employed to accomplish the contemplated services.

12.2.1.6 The amount of land the applicant desires to lease.

12.2.1.7 The size and position of the building the applicant will lease or construct, if applicable.

12.2.1.8 The number of aircraft the applicant will provide, if applicable.

12.2.1.9 The number and qualifications of persons the applicant will employ.

12.2.1.10 The proposed hours of operation.

12.2.1.11 The amount and type of insurance coverage the applicant will maintain.



## LEASES AND AGREEMENTS

12.2.1.12 Evidence of the applicant's financial capability to perform and provide the proposed services and facilities.

### **12.3 Terms**

#### 12.3.1 Length Of Lease

12.3.1.1 Land on which private hangars for aircraft storage are constructed may be leased for up to 30 years.

12.3.1.2 Land on which a commercial special service operator building is constructed may be leased for up to 30 years.

12.3.1.3 Land on which a fixed base operator building is constructed may be leased for up to a thirty (30) year term.

12.3.1.3.1 The city reserves the right at its discretion to negotiate leases in excess of the above limits when a prospective lessee agrees to make a substantial capital investment.

### **12.4 Renewal**

12.4.1 Upon lease expiration, lessee shall have the "first right of refusal" to renew their lease; provided however, that the lease is not in default. Each renewal term will be for five (5) years.

### **12.5 Final Decision**

12.5.1 The above lease terms are not absolute and are subject to negotiation. A final decision will be made by the Heber City Council, upon consultation with the FAA.

### **12.6 Mandatory Provisions**

12.6.1 Every lease or agreement entered into shall be subject to and shall contain the following provisions, or similar substitute provisions approved by the city attorney

12.6.1.1 The lessee agrees to comply with provisions of this title, and as it may hereafter be amended, and with implementing administrative orders as they may hereafter be adopted or amended. The lessee further agrees that more than three (3) violations of this title during any three (3) month period by lessee, its agents or employees; or any other pattern of violations that manifests reckless disregard for the health, safety and general welfare of the public and/or Airport users shall be a material breach which may terminate the agreement at the option of the city. The city shall not exercise this option until it has notified



## LEASES AND AGREEMENTS

the lessee and given the lessee a reasonable opportunity to retrain employees or otherwise demonstrate that lessee, its employees and agents can and will conform to this title. In addition to the above penalties, this agreement may be canceled by the city if the lessee fails to pay, when due, the whole or any part of the amounts agreed upon for rents and charges and such default continues for thirty (30) days after the city has demanded payment in writing.

- 12.6.1.2 The city may terminate any nonaeronautically related lease upon ninety (90) day notice to the lessee. The lessee shall maintain the leased premises in a reasonable condition of repair, cleanliness and general maintenance.
- 12.6.1.3 It is understood and agreed that the lessee is an independent contractor and not an agent or employee of the city, and the city is an independent contractor and not an agent or employee of the lessee with regard to its acts or omissions hereunder.
- 12.6.1.4 Lessee shall protect, defend and hold lessor and its officials, employees, agents and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the leased premises or the acts or omissions of lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of the lessor. The lessor shall give the lessee reasonable notice of any such claims or actions. The lessee shall also use counsel reasonably acceptable to lessor in carrying out its obligations hereunder. The provisions of this subsection shall survive the expiration or early termination of this agreement. In carrying out any of the provisions herein, or in exercising any power or authority granted to lessee, there shall be no liability upon any official of the city, its authorized assistants, consultants or employees, either personally or as officials of the city, it being understood that in such matters they act as agents and representatives of Heber City Corporation. It is further understood and agreed that the city assumes no responsibility for any damages or losses that may occur to the lessee's property, except the obligation that the city will not willfully, intentionally or negligently damage the property of the lessee.



## LEASES AND AGREEMENTS

- 12.6.1.5 No person may sublease or assign any facility or lease or contract at the Airport except with approval of the City Council. The city shall be entitled to receive any revenue that the lessee/assignor of a city owned building receives from a sublessee/assignee that exceeds the amount the lessee/assignee is required to pay the city pursuant to the lessee's/assignee's agreement.
- 12.6.1.6 That in the event of a breach of any of the nondiscrimination covenants pursuant to part 21 of the regulations of the office of the secretary of transportation, the lessor shall have the right to terminate this lease and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.
- 12.6.1.7 It is clearly understood and agreed by the lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- 12.6.1.8 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.
- 12.6.1.9 Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the lessee and without interference or hindrance from lessee.



## NON-COMMERCIAL SELF-SERVICE PERMITTEE

### 13. NON-COMMERCIAL PERMITTEE

#### 13.1 *Introduction*

- 13.1.1 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.
- 13.1.2 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.
- 13.1.3 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.
- 13.1.4 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.

#### 13.2 *Agreement/Approval*

- 13.2.1 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".
- 13.2.2 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.
- 13.2.3 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.

#### 13.3 *Reporting*

- 13.3.1 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 10th day of the subsequent month.
- 13.3.2 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





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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.

### 13.4 Fuel Storage

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

*13.4.1.1 through either an authorized FBO at the Airport or*

*13.4.1.2 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.*

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

13.4.3 Fuel may not be stored on the leased premises.

13.4.4 Fuel suppliers utilized by Operator must have a current and executed non-exclusive

13.4.5 Revocable fuel delivery permit on file with the City.

13.4.6 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.

13.4.7 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 Permittee.

13.4.8 Fueling Equipment

13.4.9 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.

13.4.10 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:



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### **13.5 *The Fire Code adopted by the State of Utah***

- 13.5.1 National Fire Protection Association (NFPA) Codes;
- 13.5.2 Utah Department of Health and Environment Oil Inspection Regulatory Section;
- 13.5.3 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- 13.5.4 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".
- 13.5.5 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.
- 13.5.6 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.

### **13.6 *Fuel Flowage Fee***

- 13.6.1 Fees will be determined during negotiations.



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### **13.7 Limitations**

- 13.7.1 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.
- 13.7.2 Revocation upon first violation will be for a period of one (1) year.
- 13.7.3 Revocation upon a second violation shall be permanent.
- 13.7.4 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.

### **13.8 Insurance**

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