

ROOSEVELT CITY AIRPORT BOARD
NOTICE AND AGENDA

June 3, 2021

Notice is hereby given that the Roosevelt City Airport Board will hold its regular meeting on Thursday, June 3, 2021, at the Roosevelt City Offices, located at 255 S. State Street, which meeting shall begin promptly at 5:30 p.m.

The agenda will be as follows:

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| 1. Call to Order | |
| 2. Roll Call | |
| 3. Minutes..... | 1-2 |
| 4. Business | |
| a. FBO RFP Review and Approval | |
| b. Update on UST DEQ Letter | |
| c. Second Review – Rules & Regulations and Minimum Standards..... | 3-41 |
| d. J-U-B Update | |
| e. Airport Master Plan SOQ Review | |
| 5. Report from City Council | |
| 6. Adjourn | |

ROOSEVELT CITY AIRPORT BOARD
MINUTES OF A REGULAR MEETING

May 6, 2021

The meeting was called to order at 5:30 p.m. by Vice Chairman Shaun Denver.

A roll call was taken which showed board members Shaun Denver, JR Bird, Vince Reiley, and Clyde Stansfield were present.

Others present included Interim City Manager Ryan Clayburn, Public Information Officer LeeNichole Marett, Kimberly Silvester, Neal Fraser, Garth Cumberbatch, and Greg Page.

Minutes

A motion was made by Clyde to approve the minutes of the meeting of April 1, 2021 as presented. Motion was seconded by Vince Reiley. Those Shaun Denver, JR Bird, Vince Reiley, and Clyde Stansfield. Motion was carried unanimously.

City Hangar Roof

Public Works Director Kirby Wolfinger solicited bids for a new hangar roof, which were reviewed by the board. Barton Insulation was the low bidder. Mayor Bird stated that he had previous experience with Barton and trusted them to know the work that was involved for the price they bid.

After review and discussion, a motion was made by Vince Reiley to recommend to Council that Barton Insulation be awarded the hangar roof job. Motion was seconded by Mayor Bird. Those voting Aye were Shaun Denver, JR Bird, Vince Reiley, and Clyde Stansfield. Motion was carried unanimously.

Draft Airport Minimum Standards

Chuck Larson from J-U-B led the board through a draft of the proposed Airport Minimum Standards. Both the minimum standards and rules & regulations need to be in place before J-U-B can draft a Request for Proposals to solicit a quality FBO. The FAA recommends that there be an established maximum lease for hangars. The board settled on a five-year term for hangar leases that will be renewable up to 30 years. The board also agreed on a minimum hangar size of 40 ft. by 45 ft., with the potential to grandfather in any smaller hangars that may currently be at the airport. It was recommended that the City collect insurance documentation for any individuals or companies that are doing flight instruction, selling of aircraft, or rental operations at the airport. The board agreed to continue working on rules regarding painting and striping of aircraft at the airport. They felt that while commercial services should be restricted, individuals should be allowed to do those activities if their hangars meet proper safety standards. Mayor Bird stated that the board's goal is to meet but not exceed FAA standards.

As part of the discussion, the board discussed the responsibilities of the FBO. They would be expected to respond to fueling of aircrafts within 10 minutes during their hours of operation. They should also be able to provide preventative maintenance for aircraft up to 12,500. The FBO

would also be responsible for the pilot's lounge and management of the courtesy cars provided by the City. Preferred hours of operation for the FBO are 7 a.m. till 6 p.m. Monday-Saturday.

Draft Airport Rules and Regulations

Chuck Larson led the discussion on the proposed Airport Rules and Regulations. Management of the airport will be handled the City's Public Works department and will not be the responsibility of the FBO. The FBO will participate in the Airport Board as a non-voting member. Chuck will research the distinctions between aeronautical and nonaeronautical use. Mayor Bird once again emphasized that the goal is to meet but not exceed FAA standards.

Update on UST DEQ Letter

The Department of Environmental Quality sent a letter in regard to the UST. The City has 90 days to respond. Chuck Larson explained that there are several actions the City could take. The first would be to complete additional testing on the apron to better define the limits of the contamination. The second would be to prepare an environmental covenant that runs with the land. The City would be responsible for the petroleum contamination and safety of the site at all times. The second option is the easiest and could be completed for approximately \$10,000.00. The board discussed what it would take to mitigate the site and remove the contaminated soil. The estimated cost for that option would be approximately \$170,000.00 and would require a hazmat-safe contractor. Mayor Bird suggested that when the City removes and relocates the fuel system at the airport, it would also budget the additional funds for the environmental mitigation, but that it take option two for now. J-U-B will draft a letter for the Mayor to sign and send to DEQ explaining that the City is taking the second option.

Update on Open FAA Grants

Kimberly Silvester provided an update on FAA Grant status. IP 14 and 15 – Rwy and Twy Project – Waiting on FAA to review Final Construction Report and AGIS Final Report, then provide authorization to start "Closeout Process," which includes requesting final 2.5% of each of those Grants. AIP 16 – CARES Act - \$30k has been paid to City, FAA has authorized Closeout. Nothing left to do. AIP 18 – CRRSA - \$13k. Grant Offer has been executed. Can be used for similar items as CARES Act (Operations, Maintenance, etc.) Can also put remainder of Hangar Door Invoice on this Grant.

Adjourn

A motion to adjourn was made by Vince Reiley. Motion seconded by Clyde Stansfield. Those voting Aye were Shaun Denver, JR Bird, Vince Reiley, and Clyde Stansfield. Motion was carried unanimously.

The meeting was adjourned at 6:55 p.m.

Roosevelt Municipal Airport

Minimum Standards, Rules and Regulations

- 1.01 City Airport**
- 1.02 General Provisions**
- 1.03 Minimum Standards and Requirements for the Conduct of Aeronautical Business -General Provisions**
- 1.04 Aviation Shop Operators**
- 1.05 Fixed Base Operators**
- 1.06 Air Cargo and Other Operators**
- 1.07 Special Use Facilities and Concessionaires**
- 1.08 Minimum Insurance Requirements**
- 1.09 Application for Commercial Aeronautical Activities**
- 1.10 Airport Organization**
- 1.11 Airport Sign Standards**

Chapter 1.01

City Airport

- 1.01.010. Name - Location - Control
- 1.01.030. Definitions
- 1.01.040. Master Plan - Adoption and Implementation

1.01.010. Name - Location - Control

The airport facility located 1707 South 3000 West Roosevelt, Utah is owned and operated by Roosevelt City Corporation and is hereby designated as the "Roosevelt Municipal Airport."

1.01.030. Definitions

As used in this Document, the following terms shall have the meanings indicated:

"Abandon" shall refer to tangible personal property which does not have an identifiable owner and which has been disposed of on Airport property, whether the property is operative or inoperative.

"Accident" means a collision between an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury or death; or an entry into or emergence from a moving aircraft or vehicle by a person which results in personal injury or death to such person or some other person or which results in property damage.

"Aerobatic flying" means any intentional maneuver not necessary for navigation.

"Aeronautical activity" means any activity, whether or not conducted on the airport, 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, and shall include, but not be limited to, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sight seeing, aerial photography, crop dusting, flying clubs, aerial advertising and surveying, air carrier operations, aircraft sales, aircraft service, aviation petroleum product sales, repair and maintenance of aircraft, sale of aircraft parts, sales aircraft accessories, sales and maintenance, radio sales and repair, navigation equipment sales and repair, and any other activity which, because of its direct relationship with the operation of aircraft, can properly be regarded as an aeronautical activity.

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

"Airplane" means an engine-driven fixed wing aircraft heavier than air, that is supported in flight by the dynamic reaction of the air against the wings, or any helicopter.

"Airport" means all of the City owned or leased real or personal property comprising Roosevelt Municipal Airport, located 1707 South 3000 West Roosevelt, Utah, as now exists or as may hereafter be expanded and developed which shall include all of its facilities. Including as documented in Exhibit "A" of the adopted Airport Layout Plan Set.

"Airport Advisory Board" means the duly appointed airport advisory body of the City of Roosevelt.

"Airport Manager" means the duly appointed manager of the Roosevelt Municipal Airport.

"Air traffic" means aircraft in operation anywhere in the airspace and on that area of the airport normally used for the movement of aircraft.

"Aircraft operation" means an aircraft arrival at or departure from the.

"Airport Operational area" shall mean any portion of the Airport used for landing, taking off, or surface maneuvering of aircraft, and surrounding airside areas.

"Aircraft parking and storage area" means the open areas of the airport set aside for aircraft parking and storage space for the parking and storage of aircraft, or areas for the servicing of aircraft with fuel, lubricants or other supplies, or for making minor or emergency repairs to aircraft, or for any and all such purposes.

"Aviation Shop Operator" means any person engaging in one (1) or more of the aeronautical activities as set forth in Chapter 1.04 of this Document.

"City" means Roosevelt City Corporation.

"Commercial aeronautical activity" means any aeronautical activity, as defined herein, which is conducted for profit and/or personal/collective gain.

"Council" means the Municipal City Council of Roosevelt City Corporation.

"Drone" means any unmanned aircraft system weighing less than 55lbs.

"Fixed-base operator" means only those individuals, corporations, or firms that satisfactorily furnish and engage in the full range of aeronautical services and activities as per the Airport Minimum Standards, as amended

"Flying club, commercial" means a person which sells aircraft operating time for profit.

"Flying club, exempt" means an association or group of more than three (3) persons, organized as a nonprofit corporation under the laws of the State of Utah, or, as a duly authorized nonprofit unincorporated association, jointly owning or leasing aircraft where payment is made to the club for the operating time and expenses of such aircraft.

"Fuel handling" means the transportation, delivery, fueling and drainage of fuel or fuel waste products.

"Fuel storage area" means any portion of the airport designated temporarily or permanently by the Airport Manager as an area in which gasoline or any other type of fuel may be stored or loaded/unloaded.

"Master plan" means a comprehensive study of an airport and usually describes the short-, medium-, and long-term development plans to meet future aviation demand. The Master Plan includes the Airport Layout Plan which is the currently approved, scaled dimensional layout of the entire airport properties, indicating current and proposed usage for each identifiable segment as approved by the Municipal City Council and amended from time to time.

"Motor vehicle" means a vehicle which is self-propelled. This definition does not include aircraft, trains, or devices moved exclusively upon stationary rails or tracks.

"Noncommercial aeronautical activity" means any aeronautical activity, as defined herein, which is conducted by a person or organization incorporated under the laws of the State of Utah as a nonprofit corporation, as a duly organized nonprofit functioning incorporated association; and which is not conducted for personal or collective profit.

"Off-airport user" means a person owning or controlling one (1) or more aircraft stored, hangared, tied down, maintained or otherwise kept on property adjacent to the airport, and who requires access to the airport for use of said aircraft.

"Owner" means a person who holds legal title of an aircraft or vehicle, or in the event that the aircraft or vehicle is the subject of a conditional sale or lease thereof, the person entitled to possession.

"Permission or permit" means permission granted by the Airport Manager, City Manager and/or Municipal City Council pursuant to this Document to engage in a specific aeronautical or other activity on the airport.

"Person" means a natural person or persons, partnership, company, trust, corporation, or other legal entity.

"Runup" shall mean engine operation above normal idle power for purposes other than initiating taxi or takeoff.

"Standards" means the qualifications established herein, as approved by and amended from time to time by the Municipal City Council, setting forth the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Roosevelt Municipal Airport.

"Traffic pattern" means the traffic flow that is published by the FAA for aircraft landing at, taxiing on, or taking off from the airport in the airport facility directory.

"Transient Aircraft" means an aircraft not using the airport as its principal base of operation.

"Unairworthy Aircraft" means aircraft wrecks, disabled aircraft, any aircraft not capable of safe flight, abandon aircraft or aircraft parts.

"Unicom" shall mean that frequency designated for the airport to be used for pilots to self-announce their position either during ground or flight operations at or in the vicinity of the airport.

"Vehicle parking area" means any portion of the airport designated and made available, temporarily or permanently, by the Airport Manager for the parking of vehicles.

1.01.040. Master Plan - Adoption and Implementation

(1) The Roosevelt City Airport Master Plan current addition shall constitute the master plan for the Roosevelt Municipal Airport.

(2) Publicly funded capital improvements at the Roosevelt Municipal Airport shall be subject to the following:

(a) The Airport Master Plan should be implemented on a methodical and deliberative, and not a speculative, basis.

(b) To the extent possible, the airport should be self-sustaining. For the purpose of this subsection, revenues may include state and federal matching funds.

Chapter 1.02

General Provisions

- 1.02.010. Aeronautic Regulations - Compliance Required
- 1.02.020. Civil Aircraft - U.S. License Required - Exceptions
- 1.02.030. Aircraft - U.S. License Required
- 1.02.040. Fuel Flowage Fee
- 1.02.050. Rates and Fees
- 1.02.060. Height of Flight
- 1.02.070. Acrobatics
- 1.02.080. Pilots - Commercial Flights
- 1.02.090. Exceptions
- 1.02.100. Landing Field
- 1.02.110. Tampering with Aircraft Without Permission of Owner
- 1.02.120. Tampering with Airport or Equipment
- 1.02.130. Accidents to be Reported
- 1.02.140. Removal of Aircraft
- 1.02.150. Refusal of Clearance
- 1.02.160. Airport Navigational Rules and Regulations
- 1.02.170. Use of Airport Revenue

1.02.010. Aeronautic Regulations - Compliance Required

It shall be unlawful for any aviator, or other person, to fail to comply with any of the rules and regulations adopted and promulgated by the Federal Aviation Administration, the Utah State Aeronautics Commission, and the Airport Manager. All said rules and regulations so adopted and promulgated are hereby adopted by reference and made a part hereof as fully as if the same and each of them were completely set forth herein.

1.02.020. Civil Aircraft - U.S. License Required - Exceptions

It shall be unlawful for any person to pilot within the City any civil aircraft unless such person is the holder of a currently effective pilot certificate of competency issued by the government of the United States, but this restriction shall not apply to any person operating any aircraft licensed by a foreign country with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

1.02.030. Aircraft - U.S. License Required

It shall be unlawful for any airman, or other person, to fly or otherwise navigate over, land upon, or fly any aircraft from the Roosevelt Municipal Airport except aircraft which have been, or may be, registered and licensed by the Federal Aviation Administration.

1.02.040. Fuel Flowage Fee

(1) There is hereby imposed by the City of Roosevelt an aviation fuel flowage fee to be imposed for all aviation fuels delivered into an aircraft at the Roosevelt Municipal Airport, or delivered by any fixed base operator located at the airport, whether delivered at the airport or elsewhere. Charges for the fuel flowage fee shall be as shown on the Consolidated Fee Schedule to be adopted by the ~~Municipal City~~ Council.

(2) Copies of all delivery tickets and purchase invoices will be provided to the Airport Manager by the delivering agent or the purchaser monthly within thirty (30) days following the actual delivery to Roosevelt Municipal Airport at which time the flowage fee will be due and payable to the City. Any purchaser or delivery agent shall furnish within five (5) days, upon request, copies of all other records necessary to conduct an audit to determine compliance with this requirement. The funds derived therefrom shall be utilized solely for upkeep and improvement of the Airport and for costs involved in the regulation and administration of all aeronautical activities located in Roosevelt City. Said fee shall be accounted for in the budgets of the City and specifically allocated for the above defined activities.

(3) The flowage fee shall be applicable for any fuels delivered into an aircraft at the airport either by a distributor or by the owner or operator of any airplane which is housed, serviced or landed at the airport.

(4) Any violation of this Section may be punished to the full extent of the law. Each day the offense occurs shall constitute a separate offense.

1.02.050. Rates and Fees

All rates and fees including, but not limited to, tie down fees, fuel flowage fees, hanger rentals, and ground lease fees shall be as shown on the Consolidated Fee Schedule as adopted and amended from time to time by the Municipal City Council

1.02.060. Altitude of Operations

It shall be unlawful for any airman, or other person, to fly or otherwise navigate any aircraft over the City at a lower altitude than allowed by FAA regulations and rules.

1.02.070. Acrobatics

It shall be unlawful for any person to acrobatically fly an aircraft over any business, industrial or residential area of the City, or over any open-air assembly of persons.

1.02.071. Drones/UAS

It shall be unlawful for any person to operate a Drone/UAS at an altitude greater than 400AGL within a mile a two mile radius of the Roosevelt Municipal Airport without a COA compliant with FAA Section 333 or 336.

1.02.080. Pilots - Commercial Flights

(1) It shall be unlawful for any person to carry any passenger for hire or reward in any aircraft unless such person has been properly licensed as a transport pilot or is a commercial pilot, and it shall be unlawful for any person to use any aircraft in commercial flights which has not been licensed and inspected in accordance with current FAA regulations.

(2) It shall be unlawful for any person who has not been licensed by the Federal Aviation Administration as a transport pilot or as a commercial pilot or as a private pilot not designated as student, to fly or carry any passenger except that student fliers may fly or carry instructor pilots.

1.02.090. Exceptions

All officers and members of the United States Army, the United States Air Force, the United States Navy and officers and members of the National Guard, while engaged in the service of the United States and all aircraft owned and operated under the authority of the United States Army, United States Air Force, United State Navy, and National Guard, shall be subject to the provisions of this Chapter except as to licensing of aircraft and airmen.

1.02.100. Landing Field

It shall be unlawful for any person to set up or maintain within the limits of Roosevelt City any landing field for airplanes without written permission first obtained from the Airport Manager.

1.02.110. Tampering with Aircraft Without Permission of Owner

No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools without permission of the owner or by specific direction of the Airport Manager.

1.02.120. Tampering with Airport or Equipment

No person shall interfere or tamper with any airport located within or under the jurisdiction of Roosevelt City, or any landing fields, heliports or the equipment thereof.

1.02.130. Accidents to be Reported

Persons involved in aircraft accidents occurring on the airport shall make a full report thereof, including names and addresses, time, place and cause, and any inquiries occasioned thereby to the Airport Manager immediately after the accident. When a written report of an accident is required by Federal Aviation Regulations, a copy of such report shall be submitted to the Airport Manager as well.

1.02.140. Removal of Aircraft

Aircraft owners, their pilot or agent, shall be responsible for the prompt removal of disabled aircraft, and parts thereof, unless required, or as directed by the Airport Manager or the Federal Aviation Administration to delay such action pending an investigation of an accident. In the event of failure to promptly remove such disabled aircraft, the Airport Manager will cause the aircraft to be removed and bill the owners thereof for all charges incurred in the removal of same.

1.02.150. Restriction of Operations

The Airport Manager may delay or restrict any flight or other operations at the airport and may refuse takeoff and or landing clearance to any aircraft for any reason the Manager believes justifiable to protect life, limb or property. The Airport Manager may also prohibit the use, in all or in part, of the airport, for any purpose, by an individual or group as may be needed to protect public health, safety or welfare.

1.02.160. Airport Navigational Rules and Regulations

(1) Federal Aviation Regulations, together with State and City regulations, are the guiding rules for all flying at the Roosevelt Municipal Airport.

(2) The City Attorney with guidance from Board, City Manager, and Airport Manager will be the final authority in the interpretation of City rules.

(3) Roosevelt City and the Airport Manager assume no responsibility for damages or theft done to aircraft or other vehicles operated or parked at the Roosevelt Airport.

(4) The field is open to the flying public, day and night, weather permitting.

(5) Tie downs are mandatory for both permanent and transient aircraft.

(6) Cars must be kept off the ramp, taxiways and runways except for official vehicles on duty. Nonofficial vehicles may be driven to an aircraft for passenger/baggage loading and unloading. Drivers will proceed carefully through access gates and observe a speed limit of ten (10) miles per hour while inside the aircraft operations area. Aircraft shall ALWAYS have the right of way. Upon completion of the passenger/baggage transfer, the vehicle will immediately be driven to a designated parking area.

(7) There shall be no maintenance conducted on the ramp unless said maintenance is pre-approved by Airport Manager. Maintenance of aircraft inside aircraft hangars shall be as allowed by hangar lease agreements. This is not meant to prohibit aircraft owners from performing routine caretaking functions such as oil changes, minor adjustments, washing, waxing and the like. Repairs to aircraft requiring the expertise of a licensed airframe and/or power plant mechanic meeting the minimum standards outlined in this document shall only be performed by those commercial operators licensed to operate on the airport in approved facilities. (Except as allowed by 1.03.050, 7, C of this document)

(8) Navigational and flight operations aids are available at the airport as follows:

(a) A CTAF is operational on a frequency of 122.8 MHZ.

(b) An AWOS is operational on a frequency of 118.975 MHZ.

(c) A windsock is located on the north/central side of the runway.

(d) Runway 7/25 is lighted via pilot activation. These can be activated at any time by keying the microphone 3, 5 or 7 times (low, medium, high) within 7 seconds (one click per second) on the CTAF frequency. The lights will remain on for approximately fifteen (15) minutes. Lights may be turned off by keying the microphone 7 times in 5 seconds on the CTAF frequency.

(e) Precision Approach Path Indicators are installed on Runway 7/25. These are active 24 hours per day

(9) Only left traffic patterns occur at the Roosevelt Municipal Airport. Pilots should monitor the CTAF frequency, broadcast location and intentions, and report on the downwind leg.

(10) Visual traffic pattern procedures, as published by the Federal Aviation Administration Advisory Circular 90-66, are in use at the Roosevelt airport.

(11) Instrument approach procedures, as published by the Federal Aviation Administration, are in use at the Roosevelt airport.

(12) The Roosevelt Municipal Airport is an uncontrolled facility. Therefore, at all times, pilots must adhere to the "see and be seen" concept.

(13) Student training is in progress daily at the airport. Taxi slowly and obtain active runway information through the CTAF or visual observation for aircraft in the traffic pattern. Prior to taxiing onto the active runway for takeoff, look for landing traffic. Landing traffic has the right-of-way.

(14) When enplaning or deplaning, pilots will shut down all engines to ensure the safety of people around the aircraft.

(15) Runway 25 is hereby designated as the "Calm wind" runway at the Roosevelt Municipal Airport. During the calm wind conditions, all normal traffic will use Runway 25.

(16) Violations to the above rules should be reported first to the Airport Manager, then to the City Manager if violation continues.

1.02.170. Use of Airport Revenue.

(1) Roosevelt City shall comply with the provisions of Title 49, Section 47101, et seq., United States Code, regarding federal funds received for use at the Roosevelt Municipal Airport.

(2) Revenue from local aviation fuel taxes and revenues generated by the Roosevelt Municipal Airport shall be expended for the capital or operating costs of:

(a) The airport,

(b) The local airport system, or

(c) Other local facilities owned or operated by Roosevelt City which are directly and substantially related to the air transportation of passengers or property.

Chapter 1.03

Minimum Standards and Requirements for the Conduct of Aeronautical Business –

General Provisions

- 1.03.010. General Requirements
- 1.03.020. Statement of Policy
- 1.03.030. Commercial/General Aviation Operator
- 1.03.040. Contents of Business Application
- 1.03.050. Minimum Standards and Limitations

1.03.010. General Requirements

(1) Roosevelt City is responsible for the administration of Roosevelt Municipal Airport. In order to foster and encourage the continued positive economic growth and orderly development of aviation and related aeronautical activities at the airport and provide adequate aeronautical services and facilities to the users of the airport, the City has established standards and requirements for commercial and general aviation operators at the airport as set forth in this Document.

(2) The following Sections set forth minimum standards for any person who engages in one (1) or more commercial aeronautical activities at the airport. These minimum standards are not intended to be all inclusive as the operator of a commercial venture based on the airport will be subject additionally to applicable federal, state and local laws and regulations.

(3) A written agreement, properly executed by the City and an operator, is a prerequisite to tenancy on the airport. A written agreement and tenancy are prerequisites to the commencement of any commercial aeronautical activity at the airport.

(a) Provisions of an agreement shall be consistent with the minimum standards set forth in this Document and may not change or modify such standards.

(b) Such minimum standards may be included as part of a lease between the City and any person desiring to be based on the airport and engage in any commercial aeronautical activity.

(c) Information regarding rentals, fees and charges applicable to the aeronautical services shall be made available by the Airport Manager.

(4) The minimum standards and requirements set forth in this Document are not retroactive and do not bear on or affect any written agreement properly executed prior to July 1, 2016.

(5) A current copy of the minimum standards set forth in this Document shall be provided to any operator upon request.

(6) The minimum standards set forth in this Document may be revised as conditions may require and may be reviewed yearly by the Airport Manager, City Manager, Airport Advisory Board and/or the City Council for recommended changes. These minimum standards may be supplemented and amended by the City, from time to time, and in such manner and to such extent as is deemed proper.

(a) Provided finally, that any lease or agreement entered into with an applicant after amended or supplemented minimum standards are adopted by the City shall be terminated or canceled in the event of failure to comply with any modification or amendment to these minimum standards after notice thereof shall have been given.

(b) Such agreement will have a maximum initial term of five (5) years, with the ability to extend the terms in five (5) year increments up to thirty (30) years.

1.03.020. Statement of Policy

(1) A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify and compete in a public bid process for available airport facilities and the furnishing of selected aeronautical services subject to the minimum standards established by this document for commercial aeronautical services and activities at the airport.

(2) Contingent upon its qualifications, its meeting the established minimum standards, the execution of a written agreement with the City, and the payment of the prescribed rentals, fees and charges, an operator shall have the right and privilege of engaging in and conducting the activity or activities selected by it in the airport as specified by the written agreement.

(a) The granting of such right and privilege shall not be construed as affording the operator an exclusive right of use of the premises and facilities and the Airport, other than those premises which may be leased to it, and then only to the extent provided in a written agreement.

(b) The City reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws and regulations applicable to such use.

(c) The City further reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the airport Master Plan and safe operation of the airport.

1.03.030. Commercial/General Aviation Operator

(1) The following requirements are generally applicable to all commercial and general aviation operators doing business at the Roosevelt Municipal Airport. Additional requirements for specific types of operations are set forth in other chapters of this Document.

(2) A commercial/general aviation operator may be classified as either a Fixed Base Operator ("FBO") or an Aviation Shop Operator ("ASO").

(a) A Fixed Base Operator shall engage in at least three (3) commercial aeronautical activities as set forth in Chapter 1.05 of this Document.

(b) An Aviation Shop Operator must provide one (1) or more of the activities or services as set forth in Chapter 1.04 of this Document.

(3) The City recognizes the need for hangar, shop and office facilities for special services operations. The City recognizes also that some operators may not want to offer a full line of services that a fixed base operator offers. Aviation shop operators are encouraged to be tenants of fixed base operators. If suitable permanent facilities cannot be obtained in this manner, an aviation shop operator may request to construct a facility in an area designated on the airport upon land leased from the City. The terms of the lease shall be negotiated and plans and specifications shall be approved by the City.

(4) All commercial businesses shall be subject to Roosevelt Municipal Airport Rules and Regulations.

1.03.040. Contents of Business Application

(1) A prospective operator shall submit an official application to the Airport Manager. The City shall provide reasonable safeguards to ensure that applicants promotional efforts and licensing of various businesses or activities at the Roosevelt Municipal Airport are in compliance with the Airport Master Plan and other applicable planning documents, and do not damage the Airport's overall revenue production capacity, compromise safety or operational efficiency, or otherwise degrade the airport's ability to provide viable business and development opportunities and necessary customer services to airport users and the general public.

(2) As a prerequisite to the granting of commercial operation privileges on the Airport, a prospective operator shall submit a detailed description of its justification for establishing a new business, the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operation standards and requirements in

order to provide high quality service to the aviation and general public in the airport air service area, including but not limited to, the following:

(a) Purpose and need justification. A prospective operator shall provide a comprehensive statement, satisfactory to the City, identifying the purpose of the new business being applied for, and demonstrating adequate justification and need for such new business on the airport. Elements of said justification shall include the following:

(i) description of the proposed operation or business, including the names and addresses of principals involved that establishes it as a fixed base operator or aviation service operator normal to the operations of, and compatible with, the daily operations of the Roosevelt Municipal Airport;

(ii) The name, address and telephone number of the applicant

(iii) The requested or proposed date for commencement of the activity and the term of conducting the same

(iv) The services to be offered

(v) The amount, size and location of land to be leased

(vi) The size and position of the building space to be constructed or leased

(vii) Estimated assessed value of proposed structure

(viii) The number of aircraft to be provided (as applicable); Registration numbers of based aircraft; current year assessed tax value of based aircraft

(ix) The number of persons to be employed (including the name and qualification of each person within the organization)

(x) The proposed business hours of operation

(xi) The number and types of insurance coverage to be maintained

~~(xii) demographic information applicable to the Roosevelt Municipal Airport, showing areas of unmet demand or service levels not currently being provided by established airport operators, including a market analysis showing current levels of airport business and projected future levels that may allow the establishment of new operators without compromising overall business revenues currently being received by the City from the operation of airport;~~

~~(xii) demonstration of need for a new operator, including a statement of how the proposed new operation will address unmet demands or service levels to the benefit of the airport, airport users and the public;~~

(xiii) The City reserves the right to request a comprehensive business plan, utilizing the above demographic information, that:

(A) Shows financial viability and long-term projections of the proposed operation and evidence of financial responsibility

(B) Articulates the benefits of the business to the City and its compatibility with other businesses and operators at the Roosevelt Municipal Airport; and

(C) Establishes that the proposed new operation is capable of success based on development of excess or currently unmet market demand for goods and services, and future potential, as opposed to simply attempting to capture portions of the current market being serviced by existing operators;

(D) Details of applicants past experience in aviation services, business references (including contact info)

(E) Preliminary project site plan and elevation drawings for proposed structures and appurtenances

(xiv) justification for the proposed location of the new operation, including a showing that normal operations and associated ground and aircraft traffic will not conflict with or compromise the safety and efficiency of airport operations, or businesses adjacent to airport;

(xv) show that the location and development of the new operation will comply with the airport master plan and any other City planning documents addressing current and future land uses on the proposed business location at the Roosevelt Municipal Airport; and

~~(xvi) a statement indicating why the proposed operation and its associated development represents the "highest and best" utilization of the specific property identified for the proposed development, and its specific benefits to the City and airport, other businesses and operators located on the airport, airport users and the general public.~~

(b) Upon request of the City, provide financial and managerial responsibility and capability. The prospective operator shall provide a statement, satisfactory to the City, which establishes the operator's financial responsibility from a Utah bank or trust company or from such other source acceptable to the City and readily verified through normal banking channels. The prospective operator shall also demonstrate financial capability to initiate operations and construct improvements and appurtenances that may be required for proposed operation, or operations. The statement shall also indicate the operator's ability to provide working capital to carry on the contemplated operations once initiated. The demonstration of financial and managerial capability shall include a cash flow and profit and loss projection for the first five (5) years of the proposed operation.

(c) Experience- The prospective operator shall furnish a statement of past experience in the specified aviation services to be provided on the airport, together with a statement that the operator has the expertise and required licenses or certifications to perform the selected services.

1.03.050. Minimum Standards and Limitations

(1) Prior to the commencement of operations, a prospective operator shall enter into a written agreement with the City, specifying the terms and conditions under which the operator will operate its business on the airport, including but not limited to, the term of agreement; rentals, fees and charges, the rights, privileges and obligations of the respective parties; and other relevant covenants. Such provisions shall neither change nor modify the minimum standards and requirements of this document, nor be inconsistent therewith.

(2) Prior to approval of any operation, the prospective operator shall comply with city and airport building and engineering standards. The purpose of these standards is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramp, building, hangar, or other facilities to be constructed by the prospective operator.

(3) The operator shall have in its employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements of this document, in an efficient manner, for each aeronautical service being performed.

(a) The operator shall provide a responsible person in the office to supervise the operations in the leased area on the airport and with authorization to represent and act for and on behalf of, the operator during all business hours.

(b) All personnel required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings as required.

(c) The operator shall maintain registration and license to do business in the State of Utah.

(4) The operator shall procure, maintain, and pay premiums, during the term of its agreement, for insurance of the types and in the minimum limits set forth in this Document and the written agreement between the City and the operator for the respective categories of aeronautical services. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Utah.

(a) Where more than one (1) aeronautical service is proposed, minimum insurance limits may vary depending upon the nature of individual services in such combination and may not necessarily be cumulative. This shall be determined during application and negotiation process and formalized as a provision of the lease.

(b) All insurance which the operator is required by the City to carry and keep in force shall include the following as additional insured: ~~The City of~~ Roosevelt ~~City Corporation~~, Roosevelt Municipal Airport, the Airport Manager, and all other airport personnel. This requirement shall apply to subtenants of any airport operator as well as to a primary airport tenant.

(i) Each operator shall furnish evidence of its compliance with this requirement to the Airport Manager with proper certification that such insurance is in force, and shall furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction in insurance. In the event of cancellation of coverage, thirty (30) days prior notice of cancellation shall be conveyed to the Airport Manager by the underwriter, and ten (10) days for nonpayment of premium.

(ii) Operators insurance shall be primary to any insurance of the ~~City of~~ Roosevelt City Corporation, and Roosevelt Municipal Airport, and its insurance shall be excess and non-contributing.

(iii) Current proof of insurance shall be continually provided throughout the lease term.

(c) Applicable insurance coverage shall be in force during the period of any construction of the operator's facilities and/or prior to its entry upon the airport for the conduct of its business.

(d) The operator shall also furnish evidence of compliance with the Utah Code with respect to worker's compensation and unemployment insurance where applicable.

(e) Any operator, which by nature of its size has become self-insured, shall furnish evidence of excess insurance and shall hold the City and its assigns harmless in the event of any claims or litigation arising out of its operation on the airport.

(5) The following general requirements and conditions shall apply.

(a) The minimum space requirements (45 feet by 40 feet, 1,800 square feet hangar) as hereinafter provided shall be satisfied with land and building(s). An operator shall provide stamped detailed plans of any proposed facility acceptable to the City prior to the commencement of any construction or subsequent business operations. Must also submit FAA Form 7460-1 to the FAA for approval.

(b) A summary of all current lease rates, fees and terms shall be made available by the Airport Manager.

(c) Each operator shall maintain the pavement constructed by the operator. The maintenance of the interior of the building, utility costs, and trash removal shall be the operator's responsibility. Utility line maintenance outside the operator's delineated lease boundary shall be the City's responsibility. Grass mowing and landscape maintenance within the operator's leased area shall be the operator's responsibility.

(d) The operator shall be solely responsible for its activities and shall conduct work in such manner as to protect the City and other persons from accident and injury, and in such a manner as to avoid damage to property, adjacent properties, or any improvements, or personal property located thereon. The operator shall practice safety at all times and shall comply with all state and federal occupational, health, environmental, and safety regulations, rules and laws.

(e) The City makes no representations or warranties with respect to the condition of property or for the accuracy or completeness of any information provided by the City with respect thereto. Applicant shall perform inspection and any testing or other due diligence necessary to satisfy themselves to the condition of the property and content of information provided prior to execution of a lease. Any harm or injury to an operator, operator's employees, agents, subcontractors, or any other persons performing any portion of the work under an agreement with the operator that is, or may be attributable to the condition of the property, including with limitation, the condition of improvements thereon shall be the sole responsibility of, and at the sole risk of the operator.

(6) The operator shall control the transportation of pilots and passengers of transient aircraft using the operator's facilities.

(a) The operator or any other person utilizing this service with motor vehicles driven on the Airport Operating Area ("AOA"), taxiways, ramp area shall do only in strict accordance with the Airport rules and regulations, applicable federal, state, and municipal laws.

(b) The operator shall procure and maintain for any motor vehicles operated on the Airport, proper registration, motor vehicle liability insurance in the amount specified in this document and the written agreement.

(7) The following lease clauses shall be contained in all leases between the City and an operator engaged in any aeronautical activity on the airport.

(a) The operator agrees to operate the premises leased for the use and benefit of the public:

(i) To furnish good, prompt and efficient service, adequate to meet all minimum standards for its service at the Airport;

(ii) To furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(iii) To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(b) The operator, its agents and employees shall not discriminate against any person or class of persons by reason of race, color, creed, sex, age or national origin in providing any services or in the use of its facilities provided for the public in any manner prohibited by federal law or regulation. The operator further agrees to comply with such enforcement procedures as the United States might demand that the City take in order to comply with assurances made by Roosevelt City Corporation.

(c) No right or privilege granted herein shall serve to prevent persons operating aircraft on the airport from performing any services on their own aircraft in their own hangar, with their own regular employees (including, but not limited to, maintenance and repair), provided that safety procedures and regulations in airport rules and regulations and hangar lease agreements are abided by.

(d) Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the operator.

(e) The City reserves the right to further develop or improve the airport as it sees fit, and without unreasonable interference or hindrance. If the physical development of the airport requires the relocation of operator-owned facilities, the City agrees to provide a comparable location without any unreasonable interruption to the operator's activities, and agrees to relocate all operator-owned buildings or provide similar facilities for the operator at no cost to the operator.

(f) The City has the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control all activities of the operator in this regard.

(g) The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the operator from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the City, could constitute a hazard to flying public.

(h) This lease shall be subordinate to the provisions of any existing or future agreement between City and the United States relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. This subordination includes, but is not limited to, the right of the City, during times of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use. If any such lease is made, the provisions of any contracts or leases with such operators shall be suspended.

(i) The operator shall at all times comply with airport rules and regulations, federal, state and local laws, and other regulatory measures now in existence, or as may be hereafter modified or amended, applicable to the specific type of

operation contemplated by the operator. The operator shall procure and maintain during the term of the agreement all licenses, permits and other similar authorizations required for the conduct of its business operations. Failure to comply with any such law, regulation, or a lease provisions shall give the City the right, at its sole option, to terminate the operator's lease and/or operating agreement.

(j) To the maximum extent permitted by law, the operator shall hold the Roosevelt Municipal Airport, the Airport Manager and all other airport personnel, its officers and agents harmless from and against all suits, claims, demands, actions and/or causes of action of any kind or nature in any way arising out of, or resulting from operator's tenancy and activities. Operator shall indemnify the City, the Roosevelt Municipal Airport, and the Airport Manager from any and all costs of suit.

(k) All terms and conditions with respect to this lease are expressly contained herein, and the operator agrees that no representative or agent of the Roosevelt Municipal Airport has made any representation or promise with respect to this lease not expressly contained herein.

(l) Upon the expiration or other termination of any agreement, the operator's rights to the premises, facilities, other rights, licensed service and privileges granted in the agreement shall cease, and the operator shall, upon such expiration or termination, immediately and peacefully surrender such to the City.

(m) All covenants, stipulations and provisions in the agreement to be entered into shall extend to and bind legal representatives, successors and assigns.

(n) As set forth in Department of Transportation Federal Aviation Administration Advisory Circular 150/5190-6, Exclusive Rights at Airports, Roosevelt City, which owns and operates the Roosevelt Municipal Airport, may engage in any proprietary aeronautical activity and deny the same right to others without violating FAA policy. The City may provide aeronautical services on an exclusive basis but only if it uses its own employees and resources.

(o) The City reserves the right to audit the agreements of operators on Roosevelt Municipal Airport to verify compliance with minimum standards, laws, ordinances, and other lease agreement provisions, on at least an annual agreed upon anniversary date, or for cause.

(8) In the event operator desires to sublease to another company to provide one (1) or more commercial aeronautical services and activities, the following conditions shall apply:

(a) Obtain prior written approval from the City to sublease; and

(b) Pay the City any additional fees which are negotiated if the rate for the sublease is greater than the lease.

(9) No oil, grease, detergent, deicing fluids, or other insoluble substance shall be placed in a sewage or drainage system or on the ground. Disposal of such substances shall conform to applicable federal, state, and City requirements and the Airport's SWPPP, including but not limited to, the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of aircraft. Greasy rags, oil filters, batteries, spent coolant, and degreasers are disposed of in compliance with environmental regulations.

(10) Chemicals and materials associated with airport operations shall be stored indoors in designated locations and clearly labeled. Used fluids shall be transferred to a proper container promptly. Leaks, drips, and other spills shall be cleaned up without using water. Absorbents are used for dry cleanup whenever possible.

(11) Independent Aircraft Owners may self-fuel, especially Motor Gas (Mogas). Owner shall be required to arrange for storage of fuel either with an approved FBO or at an off-airport site. Owner wishing to self-fuel must receive prior written consent of the City prior to initiation of such practice.

1.03.060. Minimum Building Requirements

The following are emphasized to promote safety, insurability of structures on airport properties, and to maintain the

value of all airport properties.

(1) Footings and Foundations: Soil tests shall be performed at the location of any proposed structure and the design of the footing and foundation based on the results. Copies of the design and test results bearing the seal of a registered architect or engineer shall be submitted to airport board.

(2) Structural Strength and Materials: The Building Code currently adopted by the City shall apply as to allowable materials and structural strength for the structural class or types as determined by use, seismic zone, wind and/or snow loads.

(3) Fire Rating: The fire ratings of structures used for the storage of aircraft, motor vehicles, and flammable or hazardous materials shall comply with the current Building Code and any Federal, State or Municipal Fire Codes and are subject to the approval of the City Building Department and the City Fire Department.

(4) Framing: All framing shall be of metal.

(5) Exterior:

(a) All exterior surfaces must be pre-finished aluminum, steel, Concrete Masonry Unit (CMU) or concrete construction. No painted wood or other material may be used. No galvanized metal shall be used on any exterior surface.

(b) All exterior materials and colors must be submitted to the City for approval before construction starts. A standard color will be identified and registered with the City.

(c) No wood or wood composite siding or roofing shall be allowed. Exceptions to the rule may be granted by the City based on aesthetics or airport operational requirements. Requests for exceptions must be made in writing at time of initial plan review.

(d) The minimum gauge steel used for roofing shall be twenty-eight (28) and shall be factory finished in a color approved by City and warranted by manufacturer as to color fastness for a minimum of twenty (20) years.

(e) Concrete: where CMU, poured in place or preformed concrete walls are used, the exterior shall be sealed and stained in a color approved by City.

(f) All signage on hangars and leased property must have prior approval from the City per Section 1.11.

(g) Floor and Ramp Construction: All Floors and ramps must be constructed of concrete having a minimum of five (5) inch thickness or as approved and shall include reinforcement of a type approved by the City. Copies of the design and test results bearing the seal of a registered architect or engineer shall be submitted to City. A stiff broom finish is required on exterior ramps.

(h) Doors: Bi-fold doors are recommended because of their ease of operation. Approved swing out, overhead or sliding doors may be used. All pedestrian doors must be of pre-finished metal construction.

(7) Drainage: The gradient of the finished floor of any proposed structure and the surrounding surfaces shall provide for positive flow of water into the existing airport storm sewer system. In areas where no storm sewer exists, City may require the installation of inlet and pipe designed for anticipated maximum flow and loading to be installed and attached to the existing storm sewer system. An approved system of oil/water separators may be required to prevent contamination of surface or ground water resources

Chapter 1.04

Aviation Shop Operators

- 1.04.010. General Requirements
- 1.04.020. Aircraft Charter and Air Taxi Service
- 1.04.030. Aircraft Rental
- 1.04.040. Aircraft Sales
- 1.04.050. Airframe and Power Plant Repair and Maintenance
- 1.04.060. Avionics, Instrument and Propeller Repair
- 1.04.070. Reserved
- 1.04.080. Flight Instruction
- 1.04.090. Flying Club - Commercial
- 1.04.100. Flying Club - Exempt
- 1.04.110. Specialized Commercial Aeronautical Activities

1.04.010. General Requirements

(1) Each aviation shop operator shall meet the following requirements:

(a) Conform to airport security standards;

(b) Provide certificates of insurance indicating the coverage and amount of insurance specified in Chapter 1.08 of this document; and

(c) Lease from the City an area of land on which shall be erected a building (or sublease from an FBO or ASO with the approval of the City) facilities sufficient to accommodate the operator's business, and related aircraft and public parking requirements.

(i) The layout and configuration of such facilities may be negotiated with the City.

(ii) The operator shall obtain final approval by the City prior to offering any service.

(2) An aviation shop operator shall also meet applicable requirements set forth in the following sections of this Chapter.

1.04.020. Aircraft Charter and Air Taxi Service

(1) An aircraft charter (commercial operator) and an air taxi operator is a person engaged in the business of providing air transportation of persons or property to the public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Administration 14CFR135.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall meet the following minimum requirements:

(a) Have available for charter and air taxi an appropriate number of aircraft, either owned or under written lease to the operator, which meet the requirements of the air taxi commercial certificate established by the Federal Aviation Administration, including instrument operations;

(b) Have operating hours suitable for satisfaction of customer demand;

(c) Provide evidence of appropriate Federal Aviation Administration certificate for air taxi and/or air charter operations under 14CFR135;

(d) Provide business office and customer lounge that is furnished, heated, air conditioned and lighted with restrooms. The customer lounge shall have direct airside access for passenger enplanement and direct landside access to customer parking.

1.04.030. Aircraft Rental

(1) An aircraft rental operator is a person engaged in the rental of aircraft to the public.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall meet the following minimum requirements:

(a) Have available for rental, either owned or under written lease to the operator, a sufficient number of aircraft properly certificated to handle the proposed scope of operation, but not less than one (1) certified and currently airworthy aircraft; and

(b) Have operating hours suitable for satisfaction of customer demand.

(c) Provide business office and customer lounge that is furnished, heated, air conditioned and lighted with restrooms. The customer lounge shall have direct airside access for passenger enplanement and direct landside access to customer parking.

1.04.040. Aircraft Sales

(1) An aircraft sales operator is a person engaged in the sale of new and or used aircraft through a franchise, licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise, and who provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by the operator.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall meet the following minimum requirements:

(a) Provide, or have available on call, sufficient aircraft of each model offered for sale for the purpose of demonstration;

(b) Employ, or have available on call, a sufficient number of pilots with commercial, instrument and instructor ratings who shall be current in all models to be demonstrated; and

(c) Have operating hours suitable for satisfaction of customer demand

(d) Provide business office and customer lounge that is furnished, heated, air conditioned and lighted with restrooms. The customer lounge shall have direct airside access for passenger enplanement and direct landside access to customer parking

1.04.050. Airframe and Power Plant Repair and Maintenance.

(1) An airframe and power plant repair operator is a person that holds applicable certificates and ratings from the Federal Aviation Administration, and provides airframe and power plant repair services. This category of service shall also include the sale of aircraft parts and accessories.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall meet the following minimum requirements:

(a) Provide sufficient certificated/certified trained personnel to effectively conduct business and meet the requirements of the Federal Aviation Administration with ratings appropriate to the work being performed.

(b) An Operator providing 100 hour, annual, or phase inspections, major airframe/engine repairs, shall hold FAA licensed Airframe and Powerplant Mechanics certified with IA (Inspection Authority) and shall have a minimum full time working experience of five (5) years in general aviation maintenance. Those having less than this amount of experience must be physically supervised at all times by a full time Operator employee that meets or exceeds these requirements. Said requirements shall serve to reduce potential City liability and enhance aviation safety for people and property.

(c) Have operating hours suitable for satisfaction of customer demand.

(d) If offering aircraft painting services, provide a separate enclosed painting area of sufficient size to accommodate the largest anticipated aircraft to be painted. Such facility shall meet applicable NFPA fire codes.

(3) Those independent operators conducting miscellaneous repairs, maintenance, and painting of their own aircraft are permitted within their facility provided they follow FAA guidelines and regulations.

1.04.060. Avionics, Instrument and Propeller Repair

(1) An avionics, instrument or propeller repair facility operator is a person engaged in the business of, and providing a facility for, repair of aircraft radios and electrical systems, instruments, propellers and other accessories of the type repaired.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall meet the following minimum requirements:

(a) Have sufficient trained personnel to effectively conduct business and meet the requirements of the Federal Aviation Administration with ratings appropriate to the work being performed; **(Repair Station License required)**.

(b) Have operating hours appropriate to the effective conduct of business as mutually agreed upon between an operator and the City.

1.04.070. Reserved

1.04.080. Flight Instruction

(1) Flight instruction is a person engaged in the business of instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, in land or sea aircraft, and provides related ground school instruction as necessary for taking a written examination and flight check ride for the category or categories or pilots licenses and ratings involved. The scope of services offered under this category is subject to final approval by the City.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall meet the following minimum requirements:

(a) Have available for use in flight training sufficient aircraft, either owned or under written lease to the operator, properly certificated and airworthy to handle the proposed scope of the training operation; and

(b) Have operating hours suitable for satisfaction of customer demand

(c) Provide business office and customer lounge that is furnished, heated, air conditioned and lighted with restrooms. The customer lounge shall have direct airside access for passenger enplanement and direct landside access to customer parking

1.04.090. Flying Club - Commercial

(1) A commercial flying club is person engaged in the business selling aircraft operating time for profit.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall meet the following minimum requirements:

(a) Have available for use, either owned or under written lease to the operator, sufficient certificated and currently airworthy, appropriately insured aircraft;

(b) If the operator conducts flight training, have in its employ or as club members sufficient flight instructors who have been properly certificated by the Federal Aviation Administration; and

(c) Have operating hours suitable for satisfaction of customer demand

1.04.100. Flying Club - Exempt

(1) An exempt flying club is an association or group of more than three (3) persons, organized as a nonprofit corporation under the laws of the State of Utah, or, as a duly authorized nonprofit unincorporated association, jointly owning or leasing aircraft where payment is made to the club for the operating time of such aircraft.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, an exempt flying club shall meet the following minimum requirements to qualify as an exempt flying club. Violation of such requirements shall be grounds for termination of exempt status.

(a) The club shall be a nonprofit Utah corporation or partnership, and/or other organization.

(b) Each club member shall be a bonafide owner of the aircraft or be a member of the corporation or partner in the partnership or other organization. Membership shall carry reasonable investment and minimum membership terms in the club for new members, and not be a short term "convenience" membership for the purpose of circumventing commercial operator requirements of this document.

(c) The club may not derive a profit from the operation or maintenance of its aircraft.

(d) Club aircraft shall not be used by other than bonafide members for rental and by no one for a commercial operation.

(e) The club operator shall file a copy of its bylaws, articles of association, partnership or other documentation supporting its existence, and shall keep current with the Airport Manager a complete list of the club's membership including the names of its officers and directors.

1.04.110. Specialized Commercial Aeronautical Activities.

(1) A specialized commercial flying services operator is a person engaged in air transportation for hire for the purpose of providing the use of aircraft for any of the activities listed below:

(a) Aerial photography or survey;

(b) Crop spraying and dusting activities;

(c) Firefighting;

(d) Nonstop sightseeing flights that begin and end at the same airport within a twenty-five (25) mile radius of the airport;

(e) Power line or pipeline patrol and fish spotting; and

(f) Medical transport

(g) Any other operation specifically excluded from Part 15, Federal Aviation Regulations.

(2) In addition to the requirements set forth in Section 1.04.010 of this Chapter, such operator shall, when required by the nature of its operation, provide and have at least 1 (one) aircraft, either owned or under written lease to the operator, which meets Federal Aviation Administration requirements and local, state and federal regulations applicable to the type of activity to be performed.

Chapter 1.05

Fixed Base Operators

- 1.05.010. General Requirements
- 1.05.030. Fueling
- 1.05.040. Minimum Land and Improvements Required
- 1.05.050. Lease Terms and Conditions
- 1.05.060. Airfield Access and Security
- 1.05.070. Insurance

1.05.010. General Requirements

(1) A fixed base operator (FBO) shall engage in at least three (3) commercial aeronautical activities from the following list; aircraft engine maintenance; airframe maintenance; avionics, instrument and propeller maintenance; aircraft sales; aircraft rental; flight training; aircraft charter and taxi service; non-stop scenic flights. The FBO shall conduct its FBO business and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced FBOs providing comparable products, services, and engaging in similar Activities from similar sized facilities in like markets.

In addition, a fixed base operator shall have:

- (a) Storage space sufficient to hangar four (4) aircraft.
 - (b) Separate male and female restrooms.
 - (c) Provide business office and customer lounge that is furnished, heated, air conditioned and lighted with restrooms. The customer lounge shall have direct airside access for passenger enplanement and direct landside access to customer parking.
 - (d) Hard-surfaced parking area for at least eight (8) aircraft, either hangar space or tie down.
 - (e) Minimum operating hours Monday through Friday not less than forty (40) hours Monday through Saturday not less than forty-eight (48) hours per week, from 7:00 AM to 6:00 PM and available after hours, on-call, with a response time not to exceed 30 minutes.
 - (f) During normal operating hours, FAA certificated commercial pilot and flight instructor, and FAA certificated mechanic shall be on duty and available to the public. (as appropriate to commercial services included in lease)
- (2) Aircraft engine, airframe and accessory maintenance facilities for hire by the public shall include the following:
- (a) In case of airframe and/or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.
 - (b) Suitable inside and outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed.
 - (c) Adequate shop space to house the equipment and adequate equipment and machine tools, jacks, lifts and testing equipment to perform overhauls as required for Federal Aviation Administration certification and repair of parts not needing replacements on all single-engine land and light multi-engine land general aviation aircraft.
 - (d) A full time, FAA licensed Airframe and Powerplant Mechanics certified with IA (Inspection Authority) and shall have a minimum full-time working experience of five (5) years in general aviation maintenance. Those having less than this amount of experience must be physically supervised at all times by a full time FBO employee that meets or exceeds these requirements. Said requirements shall serve to reduce potential City liability and enhance aviation safety for people and property.

(e) Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, facilities for washing and cleaning aircraft, and recharging or energizing discharged aircraft batteries and starters; and

(f) Adequate towing equipment and parking and tie down areas to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.

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

(3) Flight Instruction shall include the following:

(a) At least one (1) full-time and properly certificated flight instructor qualified to instruct in any aircraft based on the airport; (Instructors need to hold CFI, CFII, MEII ratings).

(b) Access to at least one (1) dual-equipped single-engine land aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of the kind advertised.

(c) Access to adequate office and classroom space for at least ~~ten (10)~~ five (5) students with proper restroom and seating facilities.

(d) Access to adequate mockups, pictures, slides, film strips or other visual aids necessary to provide proper ground school instruction.

(e) Continuing ability to meet certification requirements of the Federal Aviation Administration for the flight training proposed.

(f) Adequate facilities for storing, parking, servicing and repairing all of its aircraft or satisfactory arrangements with other operators licensed or otherwise permitted by the City on the airport for such services.

(4) Aircraft charter and/or air taxi service shall include the following:

(a) Passenger lounge, restroom and telephone facilities.

(b) Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection, and handling of luggage.

(c) Suitable, properly certificated aircraft with properly certificated and qualified operating crew, one (1) of which shall be located at the airport and ready for departure during at least eight (8) hours of daylight operation five (5) days per week except for legal holidays.

(5) Aircraft rental and sales shall include the following:

(a) Suitable office space for consummating sales and/or rentals and the keeping of proper records in connection therewith.

(b) Hangar storage space for at least one (1) aircraft to be used for sales or rental.

(c) For rental, at least two (2) airworthy aircraft suitably maintained and certificated.

(d) Adequate facilities for servicing and repairing aircraft or satisfactory arrangements with other airport operators licensed by the City for such service and repair.

(e) A stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold.

(f) Current up-to-date specifications and price lists for the types and models of new aircraft sold; and

(g) Proper checklists and operating manuals for all rented aircraft and adequate parts catalogue and service manual for new aircraft sold.

(6) Additionally, a fixed base operator shall provide for the adequate and sanitary handling and disposal, away from the airport, of all trash, waste and other materials, including but not limited to used oil, solvents and other waste. The piling of storage crates, boxes, barrels and other containers shall not be permitted within any leased premises.

(7) A fixed base operator shall provide adequate tie down anchors.

(8) FBO will be report to the Airport Manager and attend regular Airport Board meetings. FBO shall be responsible for operate and monitor the Unicom radio, and assist the Airport Manager with issuing of NOTAMs.

(9) In the event it becomes necessary to make physical changes on the premises of a fixed base operator, the operator promptly shall make such changes and installations at its sole expense, subject to the approval of the City. Upon written notice by the City, the operator shall be required to perform whatever reasonable maintenance the City deems necessary. If said maintenance is not undertaken by the operator within ten (10) days after receipt of written notice, the City shall have the right to enter upon the demised premises and perform necessary maintenance, the cost of which shall be borne by the operator.

(10) A courtesy car will be provided by the City.

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

1.05.030. Fueling

(1) The FBO shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Airport. The FBO shall be responsible to maintain and operate the City owned fueling facilities consisting of the following:

- (a) 8000-gallon tank for Jet A fuel storage.
- (b) 8000-gallon tank for Avgas storage.
- (c) Fuel dispensary

1.05.040. Minimum Land and Improvements Required.

(1) Land leased for a fixed base operation shall contain sufficient space to accommodate the aeronautical activities to be provided, including aircraft.

(2) An operator shall provide a building for the conduct of business and accommodation for the public appropriate to the size and scope of the proposed business operations, including facilities for crew, passengers, and the general public appropriate to the type of business and services to be offered.

(3) On-site vehicle parking spaces with sufficient accommodations for automobiles shall be provided.

(4) Paved tie-down facilities and/or hangered parking shall be provided to accommodate an appropriate number of aircraft generated by business operations.

(5) Paving and buildings shall be of permanent construction in compliance with design, material and landscaping requirements as required by applicable provisions of the Roosevelt City Code.

1.05.050. Lease Terms and Conditions

(1) A fixed base operator shall enter into a land lease with the City as provided in Section 1.03.050 of this document prior to providing any aeronautical activity or service.

(2) The following lease terms and conditions set forth below shall be included in any new land lease in addition to other provisions that may be required by this document.

(a) Any rates or charges for aircraft parking, tie down and storage made by operators shall be determined by ~~the fixed base operator or~~ the City as appropriate. Such rates or charges shall be reasonable and be equally and fairly applied to all users of the service. All rates and charges shall be filed with the Airport Manager.

(b) The operator shall at its own expense, pay all taxes and assessments against any building or any other structures placed on the premises and owned by the operator.

(c) All utilities shall be paid directly by the operator.

(d) Maintenance of the entire leased area shall be the responsibility of the operator, including the maintenance of operator's buildings and pavement areas.

(e) Sublease agreements must be approved by the City in writing prior to execution

(f) No oil, grease, detergent, **deicing fluids**, or other insoluble substance shall be placed in a sewage or drainage system or on the ground. Disposal of such substances shall conform to applicable federal, state, and City requirements **and the Airport's SWPPP**, including but not limited to, the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of aircraft. **Greasy rags, oil filters, batteries, spent coolant, and degreasers are disposed of in compliance with environmental regulations.**

(g) **Chemicals and materials associated with airport operations shall be stored indoors in designated locations and clearly labeled. Used fluids shall be transferred to a proper container promptly.**

Leaks, drips, and other spills shall be cleaned up without using water. Absorbents are used for dry cleanup whenever possible.

(h) The operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements."

(i) Roosevelt City Corporation reserves the right, with prior notification, to audit a fixed base operator's financial statements to assure compliance with contract terms and conditions.

1.05.060. Airfield Access and Security.

Airfield access and airport security shall be maintained at all times in accordance with standards established and required by the City, and the Federal Aviation Administration.

1.05.070. Insurance.

Each fixed base operator shall provide certificates of insurance indicating the coverage and amount of insurance specified in Chapter 1.08 of this document.

Chapter 1.06

Air Cargo and Other Operators

- 1.06.010. General Requirements
- 1.06.020. Aerospace Manufacturing Operator
- 1.06.030. Air Cargo Operator
- 1.06.040. Freight Forwarder

1.06.010. General Requirements

(1) Each air cargo and other operator listed in this Chapter shall meet the following requirements:

(a) Conform to airport security standards;

(b) Provide certificates of insurance indicating the coverage and amount of insurance specified in Chapter 1.08 of this Document; and

(c) Lease from the City an area of land on which shall be erected a building (or sublease from an FBO or ASO with the approval of the City) facilities sufficient to accommodate the operator's business, and related aircraft and public parking requirements.

(i) The layout and configuration of such facilities may be negotiated with the City.

(ii) The operator shall obtain final approval by the City prior to offering any service.

(2) Such air cargo and other operator shall also meet applicable requirements set forth in the following sections of this Chapter.

1.06.020. Aerospace Manufacturing Operator

(1) An aerospace manufacturing operator is a person engaged in the business of manufacturing aeronautical goods.

(2) Such operator shall hold current, valid, and appropriate Federal Aviation Administration operator's certificates and shall meet the following minimum requirements:

(a) Provide at least one (1) qualified full-time supervisor and as many other properly trained personnel as may be required to adequately perform operations in an efficient and timely manner; and

(b) Have full-time operating hours (minimum of eight (8) hours daily, five (5) days per week).

1.06.030. Air Cargo Operator

(1) An air cargo operator is a person engaged in the business of providing air transportation of cargo, freight, and/or mail to the public for hire.

(2) Such operator shall hold current, valid, and appropriate Federal Aviation Administration operator's certificates and shall meet the following minimum requirements:

(a) Own or lease aircraft sufficient parking apron to accommodate parking and servicing of company aircraft based on peak-hour workload; and sufficient landside parking to accommodate parking and deliveries.

(b) Have operating hours effective to the conduct of business as determined at the discretion of the operator; and

(c) Employ and/or contract with an FBO or ASO for into-plane delivery of fuel and lubricants plus normal aircraft servicing.

1.06.040. Freight Forwarders

(1) A freight forwarder is a person engaged in the business of shipping and lading of goods on behalf of another shipper.

(2) Such operator shall hold current, valid, and appropriate Federal Aviation Administration operator's certificates and shall meet the following minimum requirements:

(a) Have full-time operating hours (minimum of eight (8) hours daily, six (5) days per week); and

(b) Provide certificates of insurance indicating the coverage and amount of insurance specified in Chapter 1.08 of this Document.

Chapter 1.07

Special Use Facilities and Concessionaires

1.07.010. Types of Businesses

(1) Any person operating a commercial business activity at the airport not otherwise regulated by Chapters 1.04, 1.05, or 1.06 of this document shall meet the minimum standards set forth in Chapter 1.03 of this document. Such business activities shall include, but are not limited to, the following:

- (a) Auto parking lot;
- (b) Car, limousine, and taxi rental;
- (c) Convenience store, amusement and game room;
- (d) Flight and other insurance;
- (e) Restaurant and/or lounge,

(2) Liability insurance shall be provided for each commercial business activity.

(a) The amount of insurance required shall be as reasonably determined by the City based on recommendations from the City's insurance underwriters and legal counsel.

(b) Any airport-related insurance policy of an airport lessee shall name the City and its employees as additional insured.

(c) Proof of liability insurance shall be provided to the City before:

- (i) a lease agreement between an airport lessee and City is signed; and
- (ii) a license to operate the business is issued.

Chapter 1.08

Minimum Insurance Requirements

1.08.010. Minimum Insurance Requirements

Each person who conducts an aeronautical activity or service at the airport shall have applicable insurance coverage as set forth on Table 1 in this Section. The City may require additional insurance as may be necessary under any applicable federal, state, or local law, or as the City may reasonably deem necessary to protect the airport, airport users, and the public.

Table 1 - Minimum Insurance Requirements

Type of Insurance	Coverage Required
Fixed Base Operator	
Aircraft liability, combined single limit bodily injury and property damage, including passengers	<i>Turboprop/jet aircraft:</i> \$5,000,000.00 each occurrence, including passengers (if doing charter) <i>Piston engine aircraft:</i> \$1,000,000.00 each occurrence (if doing charter) with passenger bodily injury limited to \$250,000.00 each person
Comprehensive general premises liability, combined single limit bodily injury and property damage	\$1,000,000.00 each occurrence
Hangar keepers liability, including City as additional insured with a waiver of subrogation for non-transient storage (policy must be endorsed to reflect the same)	<i>Twin engine aircraft:</i> \$250,000.00 each aircraft, \$500,000.00 each occurrence <i>Single engine aircraft:</i> \$100,000.00 each aircraft, \$200,000.00 each occurrence
Product liability and completed operations including sales of new aircraft, repairs/services of parts not installed, and restaurant liability	\$1,000,000.00 each occurrence, with bodily injury limited to \$100,000.00 each person
Airframe and Power Plant Repair	
Premises liability (for hangar operation), combined single limit bodily injury and property damage	\$1,000,000.00 each occurrence
Product liability and completed operations, including repairs and services and parts not installed	\$1,000,000.00 each occurrence, with bodily injury limited to \$100,000.00 each person
Hangar keepers liability, including City as additional insured with a waiver of subrogation for non-transient storage (policy must be endorsed to reflect the same)	<i>Twin engine aircraft:</i> \$250,000.00 each aircraft, \$500,000.00 each occurrence <i>Single engine aircraft:</i> \$100,000.00 each aircraft, \$200,000.00 each occurrence
Avionics, Instrument and Propeller Repair	
Premises liability, combined single limit bodily injury and property damage	\$1,000,000.00 each occurrence
Product liability and completed operations, including repairs and services and parts not installed	\$1,000,000.00 each occurrence, with bodily injury limited to \$100,000.00 each person

Hangar keepers liability, including City as additional insured with a waiver of subrogation for non-transient storage (policy must be endorsed to reflect the same)	<i>Twin engine aircraft: \$250,000.00 each aircraft, \$500,000.00 each occurrence</i> <i>Single engine aircraft: \$100,000.00 each aircraft, \$200,000.00 each occurrence</i>
Flight Training	
Aircraft liability, combined single limit bodily injury and property damage	\$1,000,000.00 each occurrence, with passenger bodily injury limited to \$100,000.00 per person
Student and renters liability	\$25,000.00 each occurrence, including passengers
Aircraft Sales	
Aircraft liability (owned and non-owned aircraft), combined single limit bodily injury and property damage	\$1,000,000.00 each occurrence, with passenger bodily injury limited to \$100,000.00 each person
Product liability and completed operations and sale of aircraft	\$1,000,000.00 each occurrence, with passenger bodily injury limited to \$100,000.00 each person
Aircraft Rental	
Aircraft liability, combined single limit bodily injury and property damage	\$1,000,000.00 each occurrence, with passenger bodily injury limited to \$100,000.00 each person
Student and renters liability	\$25,000.00 each occurrence, including passengers
Aircraft Charter and Air Taxi	
Aircraft liability, combined single limit bodily injury and property damage including passengers	\$5,000,000.00 each occurrence including passengers \$1,000,000.00 each occurrence, with passengers bodily injury limited to \$250,000.00 each person
Flying Club	
Aircraft liability, combined single limit bodily injury and property damage; flying clubs members must own equal shares of the aircraft and/or equal shares in the club that owns aircraft	\$1,000,000.00 each occurrence, with passenger bodily injury limited to \$100,000.00 each person
Specialized Commercial Aeronautical Activities	
Aircraft liability (if aircraft is utilized in the operation), combined single limit bodily injury and property damage including passengers	\$250,000,000.00 each occurrence, including passenger bodily injury
Comprehensive general premises liability and property damage (if operator leases hangar, ramp, or office space), combined single limit bodily injury and property damage	\$1,000,000.00 each occurrence
Motor vehicle liability (if operator uses service vehicles in airport air operations area), combined single limit and bodily injury and property damage	\$1,000,000.00 each occurrence

Chapter 1.09

Application for Commercial Aeronautical Activities

- 1.09.010. Application
- 1.09.020. Approval Process
- 1.09.030. Action by Airport Advisory Board

1.09.010. Application

(1) Any person who desires to establish a commercial aeronautical operation on the Roosevelt Municipal Airport shall first make application with the City by providing the following information:

(2) Applications for leases of ground and/or facilities on the airport or for permission to carry on any commercial or noncommercial aeronautical activity on the airport shall be made to the Airport Manager not later than one (1) week prior to the next scheduled Airport Advisory Board meeting. The Airport Manager shall thereafter present the application to the board. The application shall be signed and submitted by a party owning an interest in the business, or the individual who will be managing the business, or partner of a partnership or a director or an officer of a corporation.

(3) The board shall not accept or take action on a license request for any commercial or noncommercial activity until after the applicant, in writing, submits a proposal which sets forth the scope of operation proposed, including the information set forth below:

(a) Proposals shall be in writing and shall provide the information required by Section 1.03.040 of this document. The City may reject any application which contains incomplete, incorrect, or false information.

(b) In addition to requirements under Subsection (a), each application shall contain the following additional information:

- (i) Name of business;
- (ii) Address;
- (iii) Telephone; and
- (iv) Principal owners.

(4) All financial information submitted shall be confidential except as may be otherwise provided by applicable law. Other information submitted as part of an application may be made available to other approved airport businesses or another person upon request.

(5) An annual fee (if applicable) as shown on the Consolidated Fee Schedule adopted by the City Council shall be required for all special service operations.

1.09.020. Approval Process

As part of the application review process any person then conducting aeronautical activities on the airport who, in the opinion of the board, may be affected by the granting of an application may be notified of the filing of such application and the time and place of the board meeting where the application will be considered.

1.09.030. Action by Airport Advisory Board

(1) The Airport Advisory Board shall consider an application within a reasonable time after a complete application has been submitted and shall thereafter submit the application to the City Council with a recommendation for approval, approval subject to reasonable conditions, or disapproval of the application.

(2) An application may be disapproved for one (1) or more of the following reasons:

(a) The applicant for any reason does not meet the qualifications, or standards and requirements established by the City for the Roosevelt Municipal Airport.

- (b) The applicant's proposed operations or construction will create a safety hazard on the airport.
- (c) The granting of the application will require expenditure of City funds, or use of City labor or materials in connection with the proposed operations to an extent which or at a time when the City is unwilling to enter into such arrangement; or the operation will result in a financial loss to the City
- (d) There is no appropriate, adequate, or available space or building on the airport to accommodate the entire activity of the applicant.
- (e) The proposed operation or airport development or construction does not comply with the airport master plan, or other planning documents pertaining to the airport.
- (f) The development or use of the area requested by the applicant may result in depriving existing fixed-base operators of portions of the apron on which they are operating; or will result in a congestion of aircraft or buildings; or will unduly interfere with the operations of any other present fixed-base operator on the airport as the result of aircraft traffic or service, or preventing free access to the fixed base operator's area.
- (g) The person applying or having an interest in the business has supplied false information or has misrepresented a material fact in the application or in supporting documents.
- (h) The person applying or having an interest in the business has a record of violating the provisions of this Document, federal aviation regulations, or rules and regulations applicable to the Roosevelt Municipal Airport or any other airport.
- (i) The person applying or having an interest in the business has defaulted in the performance of a lease or other agreement with the City.
- (j) The person applying or having an interest in the business has an unsatisfactory credit report.
- (k) The applicant does not appear to have or have access to the finances necessary to conduct the proposed operation for a minimum period of six (6) months.
- (l) The person applying or having an interest in the business has been convicted of a crime or has violated a provision of this Document.
- ~~(m) The applicant is unwilling or unable to post a performance bond equal to six (6) month's rental of the airport property where the commercial aeronautical operation is proposed to be conducted, or provide a cash equivalent or advance payment of six (6) month's rental.~~

Chapter 1.10

Airport Organization

- 1.10.010. Airport Board
- 1.10.020. Board Organization
- 1.10.030. Public Expenditures
- 1.10.040. Airport Manager

1.10.010. Airport Board

The Airport Board shall have the authority and responsibility to make recommendations to the City Council of all matters of airport development and establishing of policy for the use and operation of the airport, and such other duties and responsibilities as the City Council by may from time to time assign either by resolution or ordinance. If in the opinion of the Airport Board it is necessary to appoint a sub-committee, the Airport Board may recommend the appointment of such a sub-committee. All sub-committees shall complete their scope of work and report back to the Airport Board. The Airport Board will then make recommendations to the City Council. All members of sub-committees shall be appointed in a manner consistent with this ordinance, serve until the scope of work assigned to the committee is completed, serve at the pleasure of the Mayor, and serve without compensation.

An airport board shall consist of up eight (8) members. The board members shall be appointed by the Mayor with the advice and consent of the City Council.

The appointed members of the board shall select one of the members to serve as the Chairman. The Chairman shall conduct the meetings and shall be a voting member of the board.

Once appointed and confirmed each member shall serve a term of four (4) years. There are no limits on how many times an individual may be appointed. Members appointed to the Airport Board that are also serving as a member of an elected governmental body shall have their terms of service on the Airport Board expire in conjunction with the expiration of their elected term of office.

Except for those board members that also serve as an elected official, all terms of service shall be adjusted so that they expire on the 30 day of June immediately preceding the current projected expiration date. With the exception of those members who also serve as elected officials, the Mayor may adjust the overall term of the existing members so that only approximately one third of the members terms will expire in a given year. This adjustment in the length of terms is done in an effort to make sure there is a balance between new members and a continuity of membership. Once the adjustment is complete, all subsequent members that are not also serving as elected officials shall serve four (4) year terms.

The Mayor may remove members of the Airport Board for the following reasons, to whit:

- Misconduct including, but not limited to, commission of a criminal act other than minor traffic violations
- Excessive absenteeism including, but not limited to, missing three (3) consecutive meetings.

Should an appointed member resign or be removed from office before their term of office expires, the Mayor, with the advice and consent of the City Council, may appoint a person to serve out the remainder of the term.

1.10.020. Board Organization

The Board shall conduct meetings in accordance with the provisions of the State of Utah Ch. 10 Pg. 2 Open and Public Meetings Act. All members of the board shall follow the State of Utah Public Employees Ethics Act. A simple majority of the voting members shall constitute a quorum to conduct business. The Chairman shall conduct the meetings pursuant to Robert's Rules of Order. In applying Robert's Rules of Order, the Chairman is encouraged to reject overly formal applications, and adopt the application that favors the following goals:

- A. Allow the Chairman the ability to facilitate or direct the discussion and keep order
- B. Protect the ability of all board members to bring up their ideas, discuss them, receive input from the public and staff, and come to their individual opinions and conclusions on each issue

C. Allow all members the opportunity to express their individual opinions and conclusions on each issue through their vote

D. Assure the majority vote of the board is the opinion of the board while at the same time protecting the minority of board members' ability to speak, express ideas, and vote.

The City shall assign such staff to the Airport Board that is necessary and proper. City staff shall provide training for new members upon their appointment. The members of the board shall not be entitled to any compensation but shall receive actual travel or other expenses incurred upon prior approval by the City Council.

1.10.030. Public Expenditures

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

The Airport Board shall have no authority to appropriate and expend public moneys on the airport or to incur any obligation therefor by the City.

1.10.040. Airport Manager

It shall be the duty of the county board of commissioners to appoint an individual or a company who under the direction of the board of commissioners or its designee shall be responsible for conducting the day-to-day administrative operations and affairs of the airport. The airport manager, whether an individual or an employee of a company, shall be qualified by either education, training and/or experience to perform the duties of airport manager. The airport manager shall either work under a contract or as a permanent county employee. Although the airport manager shall have all of the powers and duties as set out herein, including but not limited to the enforcement of all rules and regulations, the airport manager becomes the equivalent of a department head upon his or her appointment and as such reports directly to, and is evaluated by, the county manager. The airport manager shall be allowed to reside on airport property to promote airport security.

(1) Roles and Responsibilities

Generally. The responsibilities, powers and duties of the airport manager shall be:

- (a) To see that these rules, regulations and policies of the City are enforced.
- (b) To attend all meetings of the airport board with the right to take part in the discussion but having no vote.
- (c) To recommend to the airport board and City for adoption, such measures as he or she may deem necessary or expedient.
- (d) To keep the airport board and City fully advised as to the financial condition and needs of the airport.
- (e) To supervise other airport employees and to remove any airport employees when such manager deems such removal necessary or advisable for the public good. These powers and duties shall be subject to the approval of the City.
- (f) Enforcing rules; promulgation of rules in certain contingencies. The airport manager shall at all times have authority to take such reasonable action as may be necessary to enforce these regulations and to efficiently manage the airport and its operations. In any contingency not specifically covered by these rules and regulations, the airport manager shall be authorized to make such reasonable rules, orders and decisions as may be necessary and proper. In the absence of the airport manager, the authority hereby given shall be in the person designated by the airport manager to act during the absence of the airport manager.

- (g) Specific duties. The airport manager shall have the general supervision of all airport lands, buildings, equipment, facilities, including navigational aids and instruments, electronics, radio transmitters, lighting, runways, taxiways, vehicles and other fixed assets of the airport, located both on and off the airport.
- (h) Reports. The City may require the airport manager to come before it at any regular, special or called meeting and answer questions either orally or in writing; and it may require at any time from said manager written reports upon any matter involving the airport that it may deem proper, and said manager shall report regularly and at intervals, at least quarterly, such manager's general acts and doings on behalf of City and the airport.

Chapter 1.11

Airport Sign Standards

- 1.11.010. General Requirements
- 1.11.020. Restricted to Leased Areas
- 1.11.030. Exceptions
- 1.11.040. Classification of Signs
- 1.11.050. Location Standards
- 1.11.060. Permitted Sign
- 1.11.070. Outdoor Advertising Structures
- 1.11.080. Removal of Nonconforming Signs
- 1.11.090. Definitions
- 1.11.100. Sign Maintenance

1.11.010. General Requirements

(1) The following general requirements shall apply to all commercial signs and advertising structures erected within areas leased for fixed base operators and other authorized commercial activities within the Roosevelt Municipal Airport.

(a) No person shall erect any sign or advertising structure within leased areas of the Roosevelt Municipal Airport without first obtaining a sign permit from the Building Inspector of Roosevelt City. Said permit shall be issued in conformance with the provisions of the Uniform Building Code and other applicable ordinances.

(b) Except as otherwise provided in this Chapter, no commercial signs or advertising structures shall be erected within leased areas of the Roosevelt Municipal Airport without first obtaining the approval of the planning and zoning board. Said planning and zoning board shall be responsible for assuring compliance with the provisions of this chapter and other applicable City codes and ordinances.

(c) No signs shall be erected within the boundaries of the Roosevelt Municipal Airport which create a glare or have flashing, blinking, or sequence lighting; nor shall signs have moving parts or visible emissions. No signs shall be so located that they will materially or practically tend to create a hazard to the safe movement and navigation of aircraft either airborne or taxiing.

(d) No signs or advertising structures on leased areas of the Roosevelt Municipal Airport shall be erected on or above the roof of any building or structure. Signs which are mounted on the face of a building or parapet, and extend above the parapet or the top of the wall, shall not be deemed to be a roof sign so long as the extension above the wall or parapet does not exceed five (5) feet. Signs on a mansard type roof shall not be construed to be roof signs so long as the pitch of the mansard roof exceeds two (2) feet vertical rise for every one (1) foot horizontal travel, and the sign does not extend above said roof more than five (5) feet. Additionally, no sign shall be erected such that it becomes an obstruction to the applicable 14CFR77 surfaces or approach/departure surfaces as documented in the Airport Layout Plan.

(e) Temporary "A" Frame and movable free-standing signs shall be prohibited on the Roosevelt Municipal Airport. This prohibition shall apply to signs mounted upon vehicles or trailers which are parked for extended periods of time expressly and exclusively for the purpose of calling attention to or advertising a specific service, business, or product.

(f) No sign shall be erected or maintained which has less horizontal or vertical clearance from communication lines or energized electrical power lines than that prescribed by the laws of the State of Utah or rules and regulations duly promulgated by agencies thereof.

1.11.020. Restricted to Leased Areas

All commercial advertising signs and structures shall be restricted to locations within the leased area of a fixed base operator or other authorized commercial aeronautical activity upon the Roosevelt Municipal Airport. Signs in vacant

areas of the airport shall be restricted to directional or informational signs erected and maintained by Roosevelt City or other authorized agencies.

1.11.030. Exceptions

(1) This Chapter shall have no application to signs used exclusively for:

(a) The display of official notices used by any court, or public body or official, or the posting of notices by any public officer in the performance of a duty, or by any person giving legal notice.

(b) Directional, warning, or informational signs of a public or quasi-public nature, directed and maintained by an official body or public utility.

(c) Any sign of a noncommercial nature when used to protect the health, safety, or general welfare of the public.

(d) Any official flag, pennant, or insignia of any nation, state, City or other political unit.

(e) Any signs which convey only general navigation, flying conditions, or other information related to flight convenience or flight safety.

1.11.040. Classification of Signs

Every sign erected or proposed to be erected within leased areas of the Roosevelt Municipal Airport shall be classified by the planning and zoning board in accordance with the definitions of signs contained in Roosevelt City Code. Any sign which does not clearly fall within one (1) of the classifications, shall be placed in the classifications which the sign, in view of its design, location, and purpose, most clearly approximates.

1.11.050. Location Standards

(1) All signs and advertising structures shall conform to the following location requirements:

(a) All commercial signs on leased areas shall face upon, be directed toward, and be oriented toward the public aircraft operating areas and flight line service areas of the Roosevelt Municipal Airport. Commercial advertising signs, except as noted in the following Section, shall not be oriented to or face upon automobile parking areas or automobile access roads on the "land side" of said leased areas.

1.11.060. Permitted Signs

(1) For each authorized fixed base operator or authorized commercial establishment operating on the Roosevelt Municipal Airport, signs shall be permitted in conformance with standards as set forth in this Section.

(2) Lease area signs over five (5) feet in height shall comply with the following provisions:

(a) Refer to Figure 1.11.060(a) at the end of this Chapter.

(b) No such freestanding sign shall exceed a height of twenty-five (25) feet.

(c) All freestanding signs over five (5) feet in height shall be located only adjacent to that frontage of the leased area which abuts the aircraft flight line or an aircraft operating area of the Roosevelt Municipal Airport.

(3) Every wall sign or painted wall sign within a leased area of an authorized commercial operator at the Roosevelt Municipal Airport shall comply with the following requirements:

(a) The maximum area shall be as set forth in Figure 1.11.060(b) at the end of this Chapter.

(b) There may be two (2) such signs per building face which is oriented to the flight line or a designated aircraft operations area. In no case shall the total wall sign area for each building face exceed that shown on Figure 1.11.060(b) at the end of this Chapter. No building shall be deemed to have more than two (2) faces upon which wall signs or painted wall signs may be placed.

(c) No part of any sign shall extend more than five (5) feet above the wall or parapet upon, or in front of which it is situated. Any sign which extends or is situated above a pedestrian walk area shall have an overhead clearance of at least eight (8) feet.

(d) Said wall signs or painted wall signs shall be located in such a manner as to face upon and be oriented to the aircraft flight line or designated aircraft operating area.

(e) No such sign shall project more than twelve (12) inches from the face or part of the building to which it is attached.

(4) One (1) identification sign for each fixed base operator or authorized commercial tenant may be located in such a manner as to face upon and be oriented to vehicle parking areas or access roads on the "land side" of the commercial leased areas. Said sign shall be in conformance with any design standards and size specifications adopted by the Roosevelt City Council. Said identification sign may contain the logo or trademark of a petroleum company and/or an aircraft manufacturing company. It may also contain the logo or trademark of the authorized commercial airport lessee.

1.11.070. Outdoor Advertising Structures

All advertising signs and structures placed in leased areas of the Roosevelt Municipal Airport shall be used exclusively to advertise a business conducted, or service rendered, or goods produced or sold within said leased area. There shall be no non-appurtenant advertising structures permitted within the premises of the Roosevelt Municipal Airport.

1.11.080. Removal of Nonconforming Signs

All existing signs which have been made nonconforming by the provisions of this Chapter shall be brought into conformance, replaced, or removed from leased areas no later than one (1) year from the date of the adoption of these requirements.

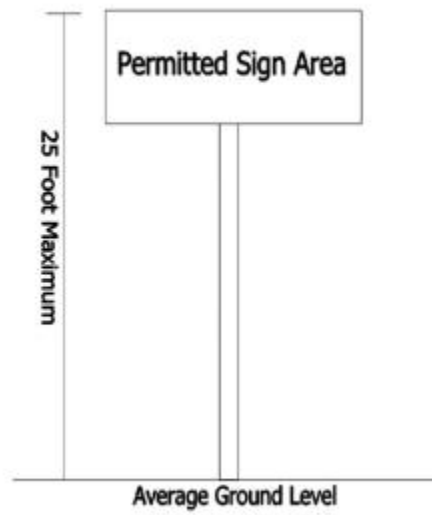
1.11.090. Definitions

Definitions of terms contained herein shall be those set forth in Roosevelt City Code and or Section 1.01.030.

1.11.100. Sign Maintenance

All signs and advertising structures shall be maintained in an attractive and mechanically sound condition. Any signs which have missing or broken faces, become severely faded, are not kept in reasonable repair, or for any reason are found to be unsafe, may be required by the Airport Manager to be repaired, replaced, or removed from the premises of the airport.

Figure 1.11.060(a). Freestanding Sign Area



1.11.060(b) Wall Sign Area

