



Minimum Standards For Commercial Aeronautical Activities

Richard Stehmeier
Airport Manager

Adopted by City Council
November 06, 2008

TABLE OF CONTENTS

Table of Contents	2
Introduction/General	3
Section I. Definitions	5
Section II. Application Requirements	9
Section III. General Conditions and Requirements	11
Section IV. Action upon Application	17
Section V. Minimum Standards	19
A. Fixed Base Operators	19
B. Specialized Aviation Service Operators	26
1. New and/or used aircraft sales	27
2. Flight Instruction and/or aircraft rental	27
3. Air Charter – Air Taxi service	28
4. Aerial applications and seeding operations	28
5. Specialized aircraft repair service	29
6. Air Charter – Air tour flights	30
7. Commercial hangar leasing	30
8. Airframe or powerplant/specialized aircraft	31
9. Specialized commercial activities	32
Section VI. Minimum Insurance Requirements	34
Lease Terms and Conditions	34
Non Commercial Activities	35

INTRODUCTION

The St. George Regional Airport ("Airport") is the primary commercial and general aviation air transportation facility for the City of St. George, Washington County and southwest Utah. The Airport is owned by the City of St. George and daily operations of the Airport are overseen by the Airport Manager, who is appointed by the City.

These Minimum Standards for Commercial Aeronautical Activities ("Standards") have been developed and adopted to protect and promote in a reasonable manner the best interests of the public by requiring a minimum level and quality of facilities and services required of commercial aeronautical businesses at the St. George Regional Airport. These Standards are designed to provide reasonable opportunity, without discrimination, for the non-exclusive conduct of commercial aeronautical activities at the Airport.

The City reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed activities or to protect or improve the Airport or the quality of service provided to the public.

It should be emphasized that this document specifies the *minimum* standards that must be met to conduct commercial aeronautical activities at the airport. Applicants and operators are encouraged to exceed these minimums whenever possible.

GENERAL

- A. No entity, including those under sublease, shall engage in any commercial aeronautical activity or business of any nature whatsoever on Airport property, except with the prior written approval of the City.
- B. Such written approval by the City is issued through either a signed lease agreement with the City if land and/or facilities are leased from the City, or a written Lease Agreement under the Minimum Standards if the activity will be operating under a sublease from an existing Airport Tenant.
- C. In the event these Minimum Standards, as they now exist or are hereafter amended, conflict with applicable Federal Aviation Regulations, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses,

sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.

- D. These Standards do not pertain to scheduled commercial air carrier operations under Federal Aviation Regulation 14CFR Part 121 or to military operations.
- E. All activities at the St. George Regional Airport are subject to and must comply with all existing and future applicable laws, ordinances, rules and regulations of the St. George Regional Airport, the City of St. George, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

SECTION I - DEFINITIONS

As used in these Standards, the following definitions apply:

Aeronautical Activity - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

Agreement - A written contract, executed by both parties, and enforceable by law between the City of St. George and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or prohibiting the conduct of certain activities.

Aircraft Maintenance - The repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or power plant, including the replacement of parts. Major repairs include major alterations to the airframe, power plant, or propeller, as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft airframe or power plant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43.

Airframe and Power plant Mechanic - A person who holds an Aircraft mechanic certificate with both the airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 65.

Airport Layout Plan - The currently approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the City of St. George.

City of St. George - Referred to as the "City", means the City of St. George, the fee simple owner and operator of the property that comprises the St. George Regional Airport.

Commercial Operator - An Entity engaging in a Commercial Aeronautical Activity.

Commercial Aeronautical Activity - Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished.

Entity - A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.

Exclusive Right - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more Entities, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Federal Aviation Administration (FAA) - All branches, offices and officers of the United States Department of Transportation, Federal Aviation Administration

Fixed Base Operator (FBO) - A commercial tenant which provides for aircraft services as outlined in section V.

General Aviation - All aviation with exception of air carriers (including cargo) and government. General aviation aircraft are utilized for commercial and noncommercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Manager - means the Airport Manager of the St. George Regional Airport as appointed by the City of St. George.

Master Plan - The current Master Plan report, which is an assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City of St. George and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards - Qualifications, standards and criteria, established by the City of St. George as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.

National Fire Protection Association (NFPA) - All codes, standards, rules and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial Flying Club - any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

Non-Commercial Operator - An Entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. Notwithstanding the foregoing, the Non-Commercial Operator shall neither offer nor engage in Commercial Aeronautical Activities. For purposes of these Minimum Standards, all government agencies shall be considered Non-Commercial Operators.

Operator - Means the entity responsible for the operations of a commercial aeronautical activity.

Repairman – A person who holds an aircraft repairman certificate, with appropriate ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Repair Station - A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Rules and Regulations - the rules and regulations as may be promulgated and adopted from time to time by the City to protect the public health, safety, interest and welfare of the St. George Regional Airport.

Specialized Aviation Service Operator (SASO) - A commercial aeronautical activity that provides one or more commercial services as outlined in section V.

St. George Regional Airport - referred to as the "Airport", means the property allocated for the operation of the St. George Regional Airport in the City of St. George, State of Utah, as depicted on the current Airport Layout Plan.

Through the Fence Operations - "Through-the-fence" activities are prohibited at the St. George Regional Airport.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered THROUGH the FENCE Operations as long as NO commercial activity takes place.

SECTION II - APPLICATION REQUIREMENTS

Applications for permission to conduct any commercial aeronautical activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Manager. Applicants are strongly encouraged to visit with the Airport Manager to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application.

The applicant shall submit all information and material necessary or requested by the City to establish to the City's satisfaction that the applicant will qualify and comply with these Standards. Failure by the Applicant to submit any of the requested information may be grounds for denial of the application. At a minimum, such applications must include all of the following:

1. Name, mailing address and phone number of applicant(s).
2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.
3. Individual or business name and mailing address to appear on the lease or agreement.
4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.
5. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.
6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided.
7. A description of the services to be offered, including all of the intended services upon completion or the installation of the facility.
8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.
9. A description of the building space to be constructed, including square footages, building types and intended use of each. For buildings proposed to be constructed, the applicant shall provide certification that it will comply with all building standards as adopted by the City of St. George as they apply to the Airport.

10. The estimated total cost of construction and improvements.
11. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan).
12. The hours of operations and number of employees.
13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.
14. A certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section VI.

The applicant shall also submit the following supporting documentation if requested:

1. Financial Statement - A current financial statement of the applicant prepared or certified by a Certified Public Accountant and or financial references acceptable to the City.
2. Assets - A written listing of the assets owned or to be purchased and utilized in conjunction with the commercial aeronautical activity at the Airport.
3. Credit Report - A current credit report covering all areas in which the applicant had done business within the last ten years.
4. References - A list of persons or businesses for which the City has the authority to contact.
5. Authorization for release of information.

A written authorization for the Federal Aviation Administration, all aviation or aeronautic commissions, administrators, or departments of states in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the application or its operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

SECTION III - GENERAL CONDITIONS AND REQUIREMENTS

The following general conditions and requirements will be included in all commercial aeronautical activity leases or any written agreement. These are basic clauses only and more specific clauses, covenants and language, dependent upon the particular activity authorized by the City, may be included in the lease or agreement:

If an Operator desires to sublease space to another Operator, the Operator must obtain the written approval from the City to sublease the space. The sub lessee must apply for and obtain a permit to operate at the Airport, and must satisfy the applicable Minimum Standards to provide sub lessee's proposed Commercial Aeronautical Activity.

A. NON DISCRIMINATION:

Premises are to be operated for the use and benefit of the public. Non-discrimination means:

1. To furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport;
2. To furnish said service on an equal and non-discriminatory basis to all users thereof;
3. To charge reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
4. The Operator, his agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services of in the use of any of its facilities provided for the public in any manner. The Operator further agrees to comply with enforcement procedures as the United States might demand that the City take in order to comply with the Airport's Federal Assurances.

B. AIRCRAFT SERVICE BY OWNERS OR OPERATORS OF AIRCRAFT

It is to be clearly understood by all Operators under these Standards that no right or privilege has been granted which would serve to prevent other aircraft owners or operators (commercial or non-commercial) on the Airport from performing any service on their own aircraft. This does not

preclude the Operator under these Standards from restricting the activities of others on its own leasehold.

C. NON-EXCLUSIVE RIGHT

The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises and/or facilities which may be assigned exclusively to the Operator, and then only to the extent provided in a written Agreement.

D. RIGHTS RESERVED

The City of St. George further reserves the right to designate specific Airport areas for activities in accordance with the Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or improvements that may be available and/or used for specific activities and shall be consistent with the safe, orderly, and efficient use of the Airport.

The City of St. George reserves the right to take any action it considers necessary to protect the navigable airspace and aerial approaches of the airport against obstruction, together with the right to prevent Operators from erecting, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

The City of St. George reserves the right to prohibit any Entity from using the Airport or engaging in activities at the Airport (and/or revoke or suspend any privileges granted to any Entity) upon determination by the City of St. George that such Operator has not complied with these Minimum Standards, applicable regulatory measures, directives issued by the City, or has otherwise jeopardized the safety of Entities utilizing the Airport or the land and/or improvements located at the Airport.

If the City determines there are more qualified applicants seeking to provide a particular Commercial Aeronautical Activity than there is space or demand at the airport for such service, the City may select the Commercial Aeronautical Activity provider through a competitive solicitation or request for proposals.

E. GROUNDS FOR DENIAL

The City may reject any proposal or application for any one (1) or more reasons including, but not limited to, the following:

The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City of St. George.

The Entity's proposed activities and/or improvements will create a safety hazard at or on the Airport.

The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the City of St. George.

No appropriate, adequate, or available land and/or improvement exists at the Airport to accommodate the proposed activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable time frame.

The proposed activities and/or improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the Entity.

The development or use of the land requested by the Entity will result in a congestion of Aircraft and/or the improvements will, in the sole discretion of the City, unduly interfere with activities of any existing Operator on the Airport and/or prevent adequate access to the leased premises of any existing Operator.

The Entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

The Entity or an officer, director, agent, representative, shareholder, or employee of the Entity has a record of violating or is in violation of City regulatory measures (or any other airport sponsor), the FAA, or any other regulatory measure applicable to the Airport and/or the Entity's proposed Activity.

The Entity or an officer, director, agent, representative, or shareholder of the Entity has defaulted in the performance of any lease, sublease, agreement, or permit at the Airport or at any other airport.

The Entity does not exhibit adequate financial responsibility or capability to undertake the proposed activity.

F. AIRPORT DEVELOPMENT

The City reserves the right to further develop Airport property or improve the landing areas of the Airport as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance.

Location. FBOs and SASOs may be situated only in those areas of the Airport specified for such use in the Airport Layout Plan (ALP) and the Airport Master Plan.

G. MAINTENANCE OF LANDING AREA AND ALL PUBLICLY OWNED FACILITIES

The City reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing areas 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.

H. NATIONAL EMERGENCY

During time of war or national emergency, the City shall have right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be suspended.

I. AIRPORT OBSTRUCTIONS

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. FAA Part 77 regulations also apply.

J. SUBORDINATION

These minimum standards shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation and 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.

K. HAZARDOUS MATERIALS AND WASTE

The Operator shall not discharge, deposit or store any waste or hazardous materials on the Airport. The Operator's operating area shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner to minimize any hazards. The operator must comply with the Airport's Stormwater Pollution Prevention Plan as appropriate. Examples of hazardous materials and waste include, but are not limited to, garbage; used fluids such as oil, chemicals, or fuel; scrap materials or other debris.

L. OPERATION AREA

The Operator shall not conduct any of its business or activities on any area except those specified in the lease or agreements under these Minimum Standards.

M. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

The Operator shall comply with all federal, state and local rules and regulations which may pertain to its operation on the Airport and all future revisions thereto.

N. APPROVAL OF CONSTRUCTION

No buildings, structures, tiedowns, ramps, paving, taxi area, drains, earthwork or any other improvements or additions to the Airport shall be placed or constructed, or altered or removed at the Airport without the prior written approval of the City. Applicable City permits must be obtained by the Operator prior to any such work. The Operator must submit to the Federal Aviation Administration (FAA) a 7460-1 Form 'Notice of Proposed construction', and receive a finding of no objection from the FAA prior to the start of construction. If the FAA gives a finding of no objection with provisions, the construction must not begin until all provisions are satisfied. No City permits for construction shall be granted and no construction activity shall be commenced until FAA approval is received by the Airport Administration office.

A pre-construction meeting must take place with the Airport Manager or designee before any work can begin. A post inspection meeting must take place before final approval of the project can be awarded.

O. CHANGE IN SERVICES OFFERED

Once a lease or agreement is entered into, the Operator may not add or delete services offered without the prior consent of the City. Any additional services contemplated must meet the requirements outlined in these standards. A change in services offered may require a change in

leased area. Any such modification may be subject to a modification of rates and charges.

P. RIGHT OF RELOCATION

The City shall have the right to relocate the Operator's Premises when necessary to accommodate the Airport development. The need for such relocation shall be solely determined by the City. If relocation becomes necessary, the City shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should Operator disagree with the replacement location, Operator shall have the right, within ten (10) calendar days of receipt of the Cities written notice of impending relocation, to provide written notice to the Airport Manager that Operator disagrees with the replacement location. Upon such notice by Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the City shall have the right to unilaterally decide the matter, and Operator agrees to and shall abide by the Cities decision, subject to such rights of termination as Operator may have under its Lease or Permit. If the City requires the Operator to relocate its facilities during the term of its Agreement, the City will reimburse the Operator for its documented actual and reasonable out-of-pocket relocation expenses, if any, but the City shall have no liability for increased overhead or operating costs, or lost profits or revenue of Operator, if any, arising out of such relocation.

Q. THROUGH THE FENCE ACTIVITIES

"Through-the-fence" Activities are prohibited at the St. George Regional Airport.

Recreational, light sport and glider aircraft that are designed to be transported by a trailer shall not be considered THROUGH the FENCE Operations as long as NO commercial activity takes place.

SECTION IV - ACTION UPON APPLICATION

Upon receipt of an application to conduct a commercial general aviation activity under these standards, the Airport Manager will review the application to ensure its completeness and compliance with the requirements of Section II, Application Requirements.

- A. If the application is found to be complete in accordance with Section II, the Airport Manager will schedule consideration of the proposed activity at the next possible City Council Meeting. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.
- B. The Airport Manager will recommend approval or denial of the proposed activity to the St. George City Council, which has the ultimate authority to approve or disapprove any proposed commercial aeronautical activity. City Council may not consider of a proposed activity will take place during a regular City Council meeting.
- C. The City Council may not consider any application to conduct a commercial aeronautical activity unless the applicant or a duly appointed representative is present at the City Council meeting.
- D. In consideration of the application, the City Council may deny the application based on one or more of the following terms:
 1. *NOT QUALIFIED*: The applicant does not meet the qualifications, standards or requirements established by these Standards.
 2. *SAFETY HAZARDS*: The applicant's proposed operation or construction would create a safety hazard at the Airport.
 3. *CITY EXPENDITURE*: The approval of the application would require the City to expend funds, labor or materials in connection with the operation.
 4. *AVAILABILITY*: There is no appropriate, adequate or available space or building at the Airport to accommodate the applicant's proposal.
 5. *NON-COMPLIANCE WITH AIRPORT LAYOUT/MASTER PLAN*: The proposed operation, development or construction does not comply with the Airport's Layout or Master Plans.
 6. *CONGESTION*: The development or use of the area requested will result in depriving existing Airport operators of portions of the area in which they are conducting operations; or will result in a

congestion of general operating areas or buildings; or will result in unduly interfering with the operations at the Airport regarding aircraft traffic or service, or preventing unrestricted access to any airport area.

7. *MISREPRESENTATION:* Any party applying for or having an interest in the business has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents.
8. *HISTORY OF VIOLATIONS:* Any party applying for or having an interest in the business has a record of violating these Minimum Standards or any Federal, State, or local rules and regulations of any other airport, the City of St. George, or the St. George Regional Airport.
9. *DEFAULTED PERFORMANCE:* Any party applying for or having an interest in the business has defaulted in the performance of any other lease agreement with another airport or public agency, the City of St. George, or the St. George Regional Airport.
10. *COMPETITIVE BIDDING:* The party applying was not the successful bidder in an open and competitive bidding environment.

SECTION V - MINIMUM STANDARDS

A. FIXED BASE OPERATOR

A fixed base operator (FBO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with the following:

- sale of aviation jet fuel, aviation gasoline and oil
- ramp services, aircraft loading, unloading and towing
- aircraft repair and maintenance
- Commercial aircraft storage.

In addition to the general requirements of the Minimum Standards, each Fixed Based Operator at the Airport shall comply with the following minimum standards set forth in this section.

NOTE: Only FBO's will be authorized to offer retail sales and/or delivery into-plane of aircraft fuels. City also retains its right to offer retail sales and/or delivery into-plane of aircraft fuels.

Such services may be provided by the FBO or under contract with another operator. If such service requirements are to be provided by another operator, that operator shall separately apply for approval under these standards and shall be responsible for payment of all fees, rates or charges established by the City. Fixed Base Operators must meet the following general minimum standards and requirements as well as those for the specific services they provide:

Scope of Activity

Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.

FBO's products and services shall include the following:

- (1) Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - a. FBO shall deliver and dispense Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
 - b. FBO shall provide a response time of no more than 30 minutes during required hours of activity (excepting situations beyond the control of the FBO).

- c. FBO shall provide fueling services after hours, 24 hours per day, by means of on-call personnel. A 30 minute response time from notification shall be achieved (excepting situations beyond the control of the FBO).

(2) Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

- a) FBO shall meet, direct, and park all aircraft arriving on Operator's leased premises.
- b) FBO shall provide a lounge for pilots and their crew members.
- c) FBO shall provide arrival and departure services for aircraft using Operator's leased premises including crew and passenger baggage handling.
- d) FBO shall provide parking and tie-down of aircraft upon the Operator's leased premises.
- e) FBO shall provide for hangar storage of aircraft.
- f) FBO shall provide oxygen, nitrogen, and compressed air services.
- g) FBO shall provide lavatory services and aircraft cleaning services.
- h) FBO shall make available aircraft ground power units.
- i) FBO shall provide courtesy transportation, utilizing Operator's vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.
- j) FBO shall make available crew and passenger ground transportation arrangements (limousine, shuttle, and rental car).
- k) FBO shall make available aircraft catering arrangements.

(3) Aircraft Maintenance

a. FBO shall provide aircraft maintenance on the airframe, power plants, and associated systems of general aviation aircraft up to turboprop aircraft normally frequenting the airport. In addition, FBO shall be properly certified as an FAA Aircraft Repair facility and have available a certified A & P mechanic during normal business hours.

b. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through authorized sub-lessee(s) who meet the minimum standards for Aircraft Maintenance Operator and operates from the FBO's leased premises.

LEASED PREMISES

FBO shall have adequate land, Apron, paved tie-down, facilities (hangars, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all activities of FBO and all approved sub-lessees, but not less than the following:

(1) Contiguous Land – Three (3) acres, upon which all required improvements including apron, paved tie-down, facilities, and vehicle parking, shall be located.

(2) Apron – two (2) acres, with sufficient weight bearing capacity to accommodate the forecast aircraft population to be served.

(3) Paved Tie-down – adequate to accommodate the number, type, and size of based and transient aircraft requiring tie-down space at the Operator's leased premises, but not less than ten (10) paved tie-down spaces.

(4) Facilities – At a minimum 16,000 square feet (total) consisting of the following:

a. Customer area shall be a minimum of 3,000 square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms. Administrative area shall be a minimum of 500 dedicated square feet to include adequate space for employee offices, work areas, and storage.

b. Maintenance area - Maintenance area shall include adequate space for employee offices, work areas, and storage for aircraft parts and equipment.

c. Hangar space - shall be dedicated to the provision of aircraft maintenance and shall have sufficient space dedicated to aircraft storage.

(5) Vehicle Parking – All landside vehicle parking belonging to the lessee shall comply with the City of St. George zoning ordinance requirements. Storage of trailers, motorhomes, un-operational vehicles, etc., in the landside or airside parking areas of a leased facility or business is not allowed. Areas other than leased site parking may be subject to time limited parking regulations as posted. Items left over fifteen (15) days may be towed at the owner's expense unless approved by the Airport Manager.

FUEL STORAGE

FBO shall construct or install and maintain an on-Airport aboveground fuel storage facility at the Airport with appropriate leak containment provisions, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the City.

Fuel storage facility shall have a total capacity for three (3) days peak supply of fuel for aircraft being serviced by an FBO. In no event shall the total storage capacity be less than:

(1) 10,000 gallons for Jet Fuel storage

(2) 10,000 gallons for Avgas storage

FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport. Security fencing surrounding the Operators fuel storage facility must be in place at all times.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

FUELING EQUIPMENT

All equipment necessary to adequately support all required activities shall be provided and maintained in accordance with good maintenance practices and all applicable FAA, NFPA, and/or UDOT regulations. At a minimum such equipment shall include the following:

(1) FBO shall have at least (1) jet fuel refueling vehicle having a capacity of at least 1,500 gallons.

(a) One (1) refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft servicing capability.

(2) FBO shall have at least one (1) Avgas refueling vehicle, each having a capacity of at least 500 gallons.

(a) A fixed Avgas refueling (self-fueling) system can be substituted for an Avgas refueling vehicle.

(i). A fixed Avgas refueling (self-fueling) system constructed or installed and maintained by an FBO for public commercial use shall be limited to a minimum capacity of 2,000 gallons in a location specified by the City.

(b) An FBO may have only one (1) Avgas refueling vehicle if FBO has a written agreement with a separate FBO at the Airport to support Avgas fueling requirements at times the FBO's refueling vehicle is unavailable or unable to meet the required response time.

(i) an appropriate operating agreement must be on file with the City.

(3) Aircraft refueling vehicles shall be equipped with metering devices that meet all applicable regulatory measures. All refueling vehicles shall be bottom loaded.

(4) Adequate grounding rods at all fueling locations to eliminate hazards of static electricity must be in place.

(5) The FBO will be required to comply with Federal Aviation Regulation 14CFR Part 139.321 (as amended), *Handling and Storing of Hazardous Substances and Materials*.

FUELING INSPECTIONS

St. George Regional Airport, Airport Operations Department, under FAA Part 139.321 regulations, are required to inspect an FBO's fueling equipment and employee training records every 90 days for compliance. Findings of non compliance issues may violate the operating lease of the Operator. A Letter of Correction or violation must be repaired no later than 30 days from the inspection date.

GENERAL EQUIPMENT

FBO shall have the following equipment:

- (1) Adequate equipment for providing sufficient ground power units for aircraft normally frequenting the Airport
- (2) One (1) courtesy vehicle (capable of accommodating four (4) passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants in close proximity
- (3) One (1) aircraft tug (and tow bar) with at least a rating capacity sufficient to meet the towing requirement of the heaviest general aviation aircraft normally frequenting the Airport
- (4) One (1) Fuel Spill kit
- (5) Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles
- (6) All equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications
- (7) All vehicles shall display proper company identification placards and a rotating beacon as required by the current FAA FAR Part 139 regulations for access into all Airport Operation Areas.

PERSONNEL

Provide at least four qualified employees to perform all required activities. Where required, the Operator shall provide the City with copies of all necessary personnel training certificates and licenses. All personnel must attend an Airport Familiarization class upon hire and attend a refresher course once annually.

COMMUNICATIONS

The FBO shall at all times maintain an active telephone service with current telephone numbers that can be accessed by the public during required business hours. Each FBO is required to monitor the local CTAF during business hours.

AIRPORT SECURITY

The Operator, its employees, agents, customers, and contractors, shall comply fully with The Airport Security Plan. Transportation Security Administration Part 1542 and 1544 applies.

The Operator shall designate a responsible person for the coordination of all security communications and procedures with the Airports Security Coordinator.

The Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the Airports Security Coordinator no later than 7 days before Operator commences activities at the Airport. The Operator is solely responsible for implementation of and compliance with The Operator's security plan.

HOURS OF OPERATION

The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than 8 hours per day, seven days per week. Hours of operation may be seasonally adjusted with prior approval of the Airport Manager and shall be conspicuously posted. The FBO shall provide a 24 hour fueling capability (including "on call" service) to the customer or provide a self serve fueling system that will accept alternative payment.

AIRCRAFT REMOVAL

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

INSURANCE

Except as otherwise provided for herein, the FBO shall maintain, at a minimum, the coverage and limits of insurance set forth by the City of St. George as outlined in Section VI.

RAMP SERVICES, REPAIR AND MAINTENANCE

- a. *Maintenance:* The FBO shall provide, at least eight hours per day, five days per week, adequate equipment, facilities and appropriately certificated personnel for performing at least preventive aircraft airframe and powerplant repair and maintenance as outlined in Federal Aviation Regulation 14CFR Part 43, appendix A.
- b. *Ramp Services:* The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshalling and towing, ground power service and lavatory service.

AIRCRAFT LOADING, UNLOADING AND TOWING

The FBO shall provide adequate loading, unloading and towing equipment and trained operators to accommodate the based and transient general aviation aircraft generally utilizing the airport.

B. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

A Specialized Aviation Service Operator (SASO) is any entity who shall have entered into a written agreement with the City to provide on the Airport and serve the public with *one or more* of the following activities or services:

1. Airframe or powerplant repair
2. Aircraft flight instruction and/or aircraft rental
3. Aerial application
4. Air charter—air taxi service
5. Air charter—air tours
6. Commercial Hangar Leasing
7. Specialized Commercial Activities

Facilities shall include appropriate customer and administrative areas.

SERVICES AND STANDARDS

Fixed Base Operators and Specialized Aviation Service Operators must meet the following minimum standards and requirements according to the service(s) provided:

1. NEW AND/OR USED AIRCRAFT SALES

- a. *Building:* The FBO/SASO shall provide suitable office space, as determined by the Airport Manager, for conducting sales and keeping proper records in connection herewith.
- b. *Records:* The FBO/SASO shall provide records of all sales of aircraft to the Airport manager. The FBO shall remit any and all applicable fees and/or taxes as established by City, and/or State of Utah or Airport.
- c. *Personnel:* The FBO/SASO shall provide, (or contract for) during posted business hours, at least one person having a current pilot certificate with appropriate ratings for the types of aircraft being demonstrated for sale.

2. FLIGHT INSTRUCTION AND/OR AIRCRAFT RENTAL

- a. *Instructors:* The FBO or SASO shall provide at least one FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to enable students to pass the FAA written examination for at least a sport pilots license.
- b. *Aircraft:* If flight instruction is provided, the FBO or SASO shall own or lease at least one properly certified and maintained aircraft equipped for flight instruction. If aircraft rentals are provided, the SASO shall own or lease at least one properly certified and maintained aircraft equipped for aircraft rental. If both services are offered, these can be the same aircraft, provided they are properly equipped and certificated for both instruction and rental.

- c. *Building:* The FBO or SASO shall provide adequate facilities for storing, parking, serving and repairing aircraft used for flight instruction or aircraft rental. The FBO or SASO shall provide or lease at least 140 square feet of office space. Operator shall also make arrangement for the use of additional adequate space in the same facility for classroom training activities and restroom facilities. This additional space may be common with other users in the facility.
- d. *Hours of Operation:* The FBO or SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.
- e. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.
- f. *Part Time Flight Instruction:* An entity may provide “part time” or “guest instructor” flight training not to exceed ten (10) hours a month, without the office and aircraft requirements, provided that such an entity satisfy’s the requirements for insurance coverage and indemnification for the City of St. George, and maintains an appropriate operators agreement with the Airport.

3. AIR CHARTER—AIR TAXI SERVICE

- a. *Aircraft and registration:* The FBO or SASO shall provide on-demand air charter and air taxi service with at least one aircraft equipped for flight in IFR conditions, in accordance with Federal Aviation Regulation 14CFR Part 135. If required, the FBO or SASO shall be properly registered with the Utah Aeronautics Commission.
- b. *Personnel:* The FBO or SASO shall employ or contract with at least one appropriately rated pilot available to operate such air charter and air taxi aircraft.

4. AERIAL APPLICATION AND SEEDING OPERATIONS

An FBO or SASO desiring to engage in aerial application operations must hold an appropriate operator’s certificate issued by the FAA, comply with the requirements of the State of Utah and the Airport’s Storm water Pollution Prevention Plan, and provide as a minimum the following:

- a. *Personnel:* The FBO or SASO shall provide at least one person holding a current FAA commercial pilots license,

properly rated for the aircraft to be used and meeting the requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah. Any pilot involved with any aerial application must hold the appropriate certificates from the State of Utah Department of Agriculture and Food.

- b. *Aircraft:* The FBO or SASO shall own or lease at least one aircraft meeting all requirements of Federal Aviation Regulation 14CFR Part 137 and applicable regulations of the State of Utah.
- c. *Storage:* The FBO or SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Federal and State environmental regulations and Occupational Health and Safety Administration (OHSA) requirements.
- d. *Cleaning:* The FBO or SASO shall provide a DEQ/EPA approved washing area if the washing involves an aircraft that has been exposed to chemicals.
- e. *Building:* The FBO or SASO shall provide or lease at a minimum, 140 square feet to conduct operations. The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OHSA) requirements.
- f. *Insurance:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

5. SPECIALIZED AIRCRAFT REPAIR SERVICE (i.e. avionics, instrument or propeller)

- a. *Personnel:* The FBO or SASO shall provide at least one FAA certified employee qualified in accordance with the terms of the repair service offered, on duty at least eight hours per day, five days per week.
- b. *Building:* The FBO or SASO shall maintain adequate space, tools and equipment to perform the services offered.
- c. *Spare parts:* The FBO or SASO shall have access to adequate spare parts and accessories necessary to provide the service offered.

6. AIR CHARTER—AIR TOUR FLIGHTS

A FBO or SASO desiring to provide air charter and/or scenic flight services greater than 25 statute miles from the Airport under Federal Aviation Regulation 14CFR Part 135 must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, be properly registered with the Utah Aeronautics Commission, if required by state law or regulation, and provide as a minimum the following services and facilities:

- a. *Building:* The FBO or SASO shall provide or lease at least 140 square feet of office space. The SASO shall also make arrangement for the use of additional adequate space in the same facility for reception and passenger waiting areas and restroom facilities. This additional space may be common with other users in the facility.
- b. *Personnel:* The FBO or SASO shall employ or contract for at least one FAA certified commercial pilot, appropriately rated to conduct the operations performed.
- c. *Aircraft:* The FBO or SASO shall own or lease at least one properly certified and maintained single engine aircraft equipped for VFR operations.
- d. *Hours of Operation:* The FBO or SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. Extended or "on-call" hours are encouraged. The hours of operation shall be conspicuously posted.
- e. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.

7. COMMERCIAL HANGAR LEASING

Any FBO or SASO desiring to provide hangars for the sole intent of leasing to other aircraft owners or lessees shall provide as a minimum the following services and facilities:

- a. *Land:* Leasehold shall contain adequate land area to accommodate all building structures and parking areas.
- b. *Building:* Construct or lease a hangar or building of at least 2,500 contiguous square feet which meets the City's approval.
- c. *Parking:*

Lessee shall lease from the city a minimum of two parking spaces or more as appropriate for a proposed hangar unit. Other parking accommodations may be appropriate with the approval of the airport manager.

- d. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outlined in Section VI.
- e. *Restrooms:* - Lessee shall provide at least one restroom per hangar development as approved by the airport manager.

8. AIRFRAME OR POWERPLANT/SPECIALIZED AIRCRAFT REPAIR SERVICES

A SASO desiring to engage in airframe or powerplant repair service must provide as a minimum the following services and facilities:

- a. *Land:* The leasehold shall contain at least 3,500 contiguous square feet for an adequate building and required setbacks.
- b. *Building:* Construct or lease a building of at least 3,000 contiguous square feet to provide office space, public restrooms and sufficient space to work indoors on aircraft, avionics, instruments or propellers.
- c. *Personnel:* At least one properly FAA certified employee shall be on duty during posted business hours. An FAA certified IA mechanic shall be available as necessary
- d. *Hours of Operation:* The SASO shall provide services at least eight hours each day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.
- e. *Performance of Services:* The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.
- f. *Insurance Coverage:* Insurance shall be carried meeting the minimum requirements outline in Section VI.

9. SPECIALIZED COMMERCIAL ACTIVITIES

- a. *Parachute Jumping:* No commercial parachute jumping clubs or organizations desiring to engage in parachute jumping above or onto the Airport will be allowed without the special permission of the Airport Management. In the event that permission is granted. Then the operator must as a minimum provide the following:
 - i. Obtain the written permission of the Airport Manager.
 - ii. Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.
 - iii. Provide the Airport with a general liability insurance policy that names the City as an additional insured party, in an amount to be determined by the City. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

- b. *Flying Clubs:* An entity organized for the express purpose of providing its members with aircraft for their personal use only, must provide the following as a minimum:
 - i. Documentation of the clubs corporate status, a list of all members and a list of all Club-owned or - leased aircraft. The Club shall be an entity organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment. The ownership of the aircraft must be vesting in the name of the Club. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft. Financial records shall be provided to the Airport Manager no less than annually or as requested.
 - ii. Provide the Airport Manager with proof of insurance coverage meeting the requirements outlined in Section VI.

- c. *Other Commercial Aeronautical Activities:*

Other commercial aeronautical activities not specifically addressed in this part shall be approved on a case-by-case basis by the City. Examples may include, but are not limited to, commercial banner towing, aircraft paint, aircraft restoration, avionics, instrument or propeller repair facilities. Other commercial aeronautical activities may also include an

amateur-built aircraft manufacturer or sport pilot/light-sport aircraft service provider.

Applications for activities not specifically addressed under these standards must contain all information requested in Section II of these standards. Minimum standards for other aeronautical activities will be created and adopted into these Standards as determined to be necessary by the City Council of St. George City.

SECTION VI – MINIMUM INSURANCE REQUIREMENTS

Dependent upon the type of activity or activities conducted, the Operator will be required throughout the term of its lease or agreement under standards to obtain insurance of the types and amounts set forth by the City. All insurance must meet the following requirements:

- A. Prior to commencement of operations, the Operator will be required to provide the Airport Manager with proper evidence of insurance covering its operations on the Airport as specified in this section.
- B. Such evidence of insurance must name the City of St. George as an additional insured.
- C. Evidence of insurance must also provide the City of St. George with at least 30 days notice of any policy change, cancellation or termination.
- D. The Operator must also provide a waiver of subrogation to the benefit of the City of St. George.

LEASE TERMS and CONDITIONS

It shall be the policy of the City of St. George to negotiate such lease terms and conditions as may be appropriate to the type of business operation being proposed, scale and scope of proposed investment into the Airport, and appropriate term length not to exceed a base term length of 20 years, with a single five year extension option, subject to the approval of the City of St. George.

NON COMMERCIAL ACTIVITIES

A Non-Commercial Hangar Operator (Operator) is an Entity that develops/constructs and owns one or more hangar structures used for Non-Commercial storage of aircraft.

No Commercial Aeronautical Activity of any kind shall be permitted on or from the leased premises.

Non Commercial Hanger space is limited to aircraft storage *only*. Vehicles, trailers, motorhomes, or any other items not associated with aeronautical activities are prohibited. However, a hangar owner may park his/her personal vehicle (car/truck) being utilized for transportation to and from the hangar inside that structure while utilizing their aircraft. This section is intended to prevent the routine or term storage of non-aeronautical vehicles or property in an airport hangar, not to prevent an owner from parking his/her incidental transportation inside the hangar while utilizing their aircraft.

Operator shall not be permitted to sublease any land or Improvements on the leased premises for any purpose.