

AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
At St. George Replacement Airport (SGU)



Request for Proposals (RFP)
RFP NO. AFS-09-0015-RA

March 2, 2009

**Automotive Fuel Service (Gas Station),
Car Wash and Retail Concession at
St. George Replacement Airport (SGU)**

The tentative schedule for this RFP process follows:

Issue RFP	3/02/2009
Mandatory Pre-Proposal Meeting at 2:00 p.m.	3/18/2009
Submittal of Written Questions Due Date at 3:00 p.m.	3/25/2009
Responses to Written Questions Due Date	4/01/2009
Proposal Due Date at 2:00 p.m.	5/05/2009
Evaluation of Proposals	5/20/2009
Short List and Interviews (if applicable)	5/27/2009
Lease Negotiations	June 2009

Award Recommendation to:	
St. George City Council	June 2009
Execution of Lease Agreement	July 2009

All dates are subject to change. If the anticipated schedule changes, notice will be provided to RFP recipients who are registered with the City of St. George. The City is not responsible for costs or losses incurred by any proposer due to date changes.

RFP Contact:

Airport Manager: Richard A. Crosman
Phone No. 435-6345822
E-mail address: rick.crosman@sgcity.org

Important Notice: If you received this solicitation from the City of St. George's "Online Public Notice" web site, you must register with the Procurement Officer listed in this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

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SECTION I SUMMARY

A. Introduction

The City of St. George, UT is seeking a **Specialized Automotive Fuel Service Operator** to lease and develop unimproved land at the Replacement Airport and to operate an Automotive Fuel Service and Car Wash Facility. The fuel services and car wash facility are intended to serve the needs of car rental agencies, their customers and the general public. The location that is available for the automotive fuel services and car wash concession includes approximately 1 acre, which is located on the Airport's inbound terminal access road. The proposers will be able to determine the final size of the property required to meet the Proposer's business plan. A drawing that shows the available location is shown on **Attachment B** to this RFP. The space shall be used by the selected Proposer solely for the operation and maintenance of an automotive fuel services, car wash and retail concession. The successful Proposer also will be offered the option to lease space in the terminal building to operate a news, food and beverage and retail concession. Precise legal descriptions will be confirmed in the concession agreement prior to concession execution. The City will provide utility stub-outs along one boundary of the parcel. The successful proposer will be responsible for all site improvements including land infrastructure, lot grading, site drainage, utilities, landscaping, fueling facility, car wash facility and on-going maintenance of improvements.

The successful Proposer will be expected to make all capital investments needed to construct all facilities. The successful Proposer will be offered a reasonable lease term to fully amortize and recover its capital investment cost. The successful Proposer shall accept premises on an "as is" basis and will be responsible, at its sole expense, for the completion of all improvements necessary to make the premises suitable for an automotive fuel services and car wash facility consistent with the requirements of this RFP.

The City intends to select a single proposer to develop a single facility, however, the rights to be granted to the selected proposer are non-exclusive. The City of St. George, over time, may have separate agreements with other concessionaires who may be providing certain of the services contemplated under this RFP if sufficient future demand warrants. It is the sole responsibility of Respondents to determine the feasibility of the proposed automotive fuel services and car wash concession concepts and to ascertain the effect or potential effect of other Airport concessions on the automotive fuel services and car wash concession.

Interested parties are invited to submit written proposals describing their qualifications, investment plans, financial information, proposed development plans, and additional information as required in this RFP. Proposals will be accepted until 2:00 P.M., Mountain Standard Time on May 12, 2009. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

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Proposers must submit an original and four copies of their proposal, in writing, to the procurement officer in a sealed envelope. The outside of the envelope must indicate the name, address and telephone number of the Proposer and must be addressed as follows:

City of St. George
175 North 200 East
St. George, Utah 84770
Attention: Connie Hood
Request for Proposal (RFP) Number: **AFS-09-0015-RA**
Fixed Base Operator Development
St. George Replacement Airport

One Request for Proposal (RFP) is provided by the City. Additional RFP's may be downloaded from the City's web page at www.sgcity.org on the airport link.

B. Minimum Qualifications

Each Proposer must have a minimum of 3 years experience developing commercial Fuel and Car Wash properties. Each Proposer must have the financial capacity to perform all elements of its proposal. Each Proposer must be in good standing with the City and all other federal, state, and municipal entities. For the purpose of this RFP, good standing means complying with all contractual provisions, including payment of financial obligations. . Each Proposer must have the financial capacity to complete the development indicated in its proposal.

C. Lease Term

The lease term is expected to be 20 years of beneficial occupancy, with two (2) five-year renewal options to be exercised at the sole discretion of the City. Beneficial occupancy is defined as when the successful proposer receives a certificate of occupancy, which should occur within 24 months of executing the lease. The City expects that the lease agreement will include terms for automatic annual adjustment of the rental rate based on fluctuations in the Consumer Price Index (CPI) and local market conditions. The City will reappraise the site every five years to determine current St. George market rates and may make adjustment to the net rent for the remaining lease period. The net rent will never be adjusted lower than the initial base rent or subsequent reassessments. The information in this RFP is not intended to completely define the proposed contractual relationship to be entered into by the City and the successful Proposers.

A sample lease for the existing airport is attached for reference in **Attachment C**. The City is in the process of developing a standard lease agreement that it expects to

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execute with each tenant at the Replacement Airport. The terms of the final lease agreement are subject to change until executed by the City and Proposer(s).

Proposers are advised to read the draft lease in Attachment C carefully.

The terms of the lease may be changed at the sole discretion of the City at any time during the RFP process and/or prior to execution. In the event any terms of the sample lease are changed during the RFP process, notice of the changes will be provided to the registered Proposers.

D. Proposed Annual Ground Rent

Successful Proposers will be required to lease land at the Replacement Airport at the established lease rates approved by the City. Lease rates and airport charges for the Replacement Airport have not yet been established and approved by the City. Current ground lease rates at the existing airport are approximately 15 cents per square foot. Lease rates at the Replacement Airport are expected to be approximately 18 cents per square foot; but, are subject to change based on regional market evaluation and final approval of the Airport's rates and charges structure by the City. For the purposes of preparing proposals, each Proposer should calculate its proposed annual ground rent based on 18 cents per square foot.

E. Additional Fees

The successful proposer, and any sub lessees, shall pay all applicable fees imposed by City Code and comply with all applicable Building Development Standards(**Attachment E**) and Rules and Regulations (**Attachment F**).

F. Proposal Guarantee

Each proposal must be accompanied by a Proposal Guarantee in the form of a cashier's check payable, without condition or restrictive endorsement, to the City of St. George in the amount of **\$25,000**. The Proposal Guarantee must be submitted in a separate sealed envelope in the same package as the proposal. Proposal Guarantees of unsuccessful proposers will be returned, without interest, immediately following the formal lease award by St. George City Council or after all proposals are rejected. At such time as a Successful Proposer furnishes the City with the required bonds, security, performance guarantee or letter of credit, and insurance policies as required by the lease, the Proposal Guarantee will be returned to the proposer without interest. Proposal Guarantees will not be deposited, except in the case of forfeiture. The Proposal Guarantee will be forfeited as liquidated damages in the event a Successful proposer fails to execute said lease or to furnish said bonds, performance guarantee or letter of credit, or insurance within 30 days of the City Council's approval of the lease.

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G. Mandatory Pre-Proposal Meeting and Site Tour

Proposers are required to attend the pre-proposal meeting at the date and time listed on page 1 at the Dixie Center, 1835 S. Convention Center Drive, St. George, Utah. The mandatory pre-proposal meeting will be immediately followed by a tour of the site. This will be the only opportunity for interested proposers to tour the site. Proposers interested in participating in the meeting and/or tour must register by calling 435-634-5822 or e-mailing Kristi.barker@sgcity.org.

H. Proposer Registration and Proposer Questions

All Proposers are required to register with the City to ensure receipt of addenda, written questions and answers, and supplemental information that may be issued by the City in reference to this solicitation. Registration may be accomplished by calling 435-627-4717 and providing contact information including company name, address, telephone number, email address, and name of the individual who is the point of contact.

All questions about this RFP shall be submitted in writing to Rick Crosman, Airport Manager, via fax (435-674-4226) or e-mail (rick.crosman@sgcity.org) no later than the deadline listed on page 1. All written questions will be responded to in writing with email communications provided to all registered RFP holders.

Section II. LEASE OBLIGATIONS

A. Lease

Successful Proposer(s) will be obligated to enter into a lease similar to that depicted in **Attachment C** within 30 days of receiving the final negotiated lease from the City. The lease allows for the design and construction of the improvements without payment of rent. However, regardless of whether construction is complete, monthly rent will begin at the start of the 25th month from lease execution or upon issuance of a certificate of occupancy, whichever is earliest. If the site is developed in phases, rent shall be assessed on a square footage basis for each phase that is completed and for which a certificate of occupancy is issued. Rent for the entire site shall commence no later than 3 years from the execution of the lease. If a tenant fails to complete full development of the site as described in its proposal and subsequent lease, the City may make a determination that the tenant is in default of its lease and may pursue a remedy as provided in the lease. The City will negotiate in good faith to determine the final outstanding information required by the lease and reserves the right to consider requests for modifications of the lease. Any material modification will be at the sole and absolute discretion of the City. If the Successful Proposer fails to enter into the lease within 30 days from the time the lease has been finalized, the Proposer shall forfeit the Proposal Guarantee and the City will consider award to the next highest qualified proposer who is ready and willing to undertake the proposed development.

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B. Construction Performance Security

Prior to the commencement of construction, the Successful Proposer will be required to provide to the City performance and payments bonds in forms and amounts deemed satisfactory by the City. These forms may include a completion bond or letter of credit. Approval of the performance bonds will be pursuant to approval of the City, which shall not be unreasonably withheld.

Upon Beneficial Occupancy, the successful Proposer(s) shall provide the City with a security deposit equal to 3 months net rent, as adjusted. The security deposit may be in the form of a cash bond or Letter of Credit in a City-approved form. The City will not pay interest to a Successful Proposer on any security.

C. Tax Responsibility Qualification

Each Successful Proposer may be required to establish, to the satisfaction of the City, that any and all fees and taxes due the City, the State of Utah, or any other government entity, including, but not limited to, any taxes or fees for any license, registration, certificate or business purpose, are currently paid (except for matters under legal protest). Any proposer submitting a proposal agrees that the submission of the proposal constitutes a waiver of the confidentiality provisions contained in the City ordinances and policies and any similar confidentiality provisions contained in the statutes of the State of Utah relative to tax responsibilities. Any Proposer submitting a proposal further agrees that the submission of a proposal hereunder is, and shall constitute, a written authorization to the Finance Department of the City and to the Utah Tax Commission to release tax information relative to Utah Tax Requirements.

D. Non-Waiver of Liability

The City, as a public entity supported by tax money, in execution of its public trust, cannot agree to waive any lawful or legitimate right to protect the public treasury and the right of the taxpaying public to recover amounts lawfully due it. Therefore, any proposer submitting a proposal herein agrees that proposer will not insist upon or demand any statement whereby the City agrees to limit in advance or to waive any right the City might have to recover actual lawful damages in any court of law under applicable Utah law. The City may agree to liquidated damages in lieu of certain delay damages for nonperformance

E. Applicable Laws

Any and all legal disputes arising out of the RFP, or the resulting lease, herein shall be tried according to the laws of the State of Utah and the proposer shall agree that the venue for any such action shall be in the State of Utah, County of Washington.

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F. Insurance

Except as otherwise provided for herein, the Tenant and their Contractors shall maintain, at a minimum, the coverage and limits of insurance set forth by the City as outlined in the **Attachment D**. Successful Proposer(s) shall be required to provide insurance coverage with the City of St. George as an additional insured, during construction of all facilities and such insurance shall remain in force throughout the lease term. The City reserves the right to increase the insurance limit requirements set forth in **Attachment D** to accommodate any increase to Utah Code Annotated Section 63G-7-604, or as determined by the City to protect the City from exposure to liability due to the operation of the Tenant on City property.

SECTION III SCOPE AND FACILITY REQUIREMENTS

All proposers are required to provide the facilities and services described below. In the event Proposers desire to recommend alternatives to the services and facilities, Proposers shall clearly identify the proposed alternatives and options and the effect those suggested changes might have on the financial plan. It is the intent of this RFP to develop facilities that will provide the minimum level of services for the public, yet be financial viable and sustainable for the Proposer.

A. Fuel Services

- 1.) Provide fuel types commonly available in the City of St. George area and needed by the Car Rental Agencies which may include Compressed Natural Gas (CNG)
- 2.) As an option, the proposer may include lubrication products and other automotive products and accessories.
- 3.) Fuel Services Point-of-Sale (POS) system should accommodate Customer Account Cards to manage large fleet accounts.
- 4.) All fuel facilities shall comply with local, State and Federal environmental regulations.

B. Car Wash Facility

- 1.) Provide a Self Service Car Wash, with touch free washing, such as: PDQ LaserWash 4000, or approved alternative
- 2.) Self Service Car Wash should have a Vehicle Dryer, such as PDQ MaxAir Stand Alone Dryer, or approved alternative
- 3.) Provide a Pay Station, Point-of-Sale (POS) system, such as PDQ Access Customer Management System, Access S Series, or approved alternative

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- 4.) Pay Station should accommodate Customer Account Cards to manage large fleet accounts.
- 5.) All car wash facilities shall comply with Local, State and Federal water quality regulations.

C. Optional Services

Following are optional services that proposers may include for the automotive fuel services and car wash concession:

- 1.) Convenience Store
- 2.) Automotive Maintenance & Repair Facility with certified automotive mechanic
- 3.) News, Food, Beverage and retail sales in the airport terminal building.

D. Minimum Operating Requirements

Following are minimum operating requirements for the automotive fuel services and car wash concession:

- 1.) The operator shall employ at all operating times a sufficient number of personnel necessary to assure prompt, courteous, and efficient service.
- 2.) The automotive fuel services and car wash concession will be open to the public a minimum of fourteen (14) hours per day, seven (7) days per week, unless otherwise authorized in writing by the City.
- 3.) The operator shall select and employ a full-time, experienced manager, fully authorized to represent and act on behalf of the selected operator in all matters pertaining to the day-to-day operation of the automotive fuel services and car wash concession. The manager does not need to be located on the site but must be able to respond in person to operating issues, customer inquiries and complaints within 45 minutes.
- 4.) The operator shall provide regular monitoring and timely response for repair of equipment and reimbursements resulting from malfunction.
- 5.) Deliveries of supplies, cash and coins to the automotive fuel services and car wash concession shall be made at such times, by such routes, and at such locations as the City may reasonably approve.
- 6.) The automotive fuel services and car wash concession shall be kept in a clean, neat, businesslike, and orderly condition at all times. The operator shall provide for timely disposal of trash and debris off Airport property. Routine maintenance for repairs, cleaning, and sanitizing shall be performed on a regular basis to ensure clean, safe, and operational equipment.

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- 7.) The operator shall ensure that its agents and employees shall not engage in pressure sales tactics for services offered.
- 8.) The operator shall comply with all requirements of the Americans With Disabilities Act (ADA).

E. Restricted Use of Concession Space

- 1.) The following is a list of items and services that the City will not permit to be sold or provided at the automotive fuel services and car wash concession in connection with the concession rights:
- 2.) Pay telephone service, pre-paid telephone cards, and automated teller machines.
- 3.) Any form of advertising for persons or firms other than the successful Proposer unless otherwise pre-approved in writing by the City.
- 4.) Vendor placed advertising on Internet screen or pages.
- 5.) Banner ads or similar displays.
- 6.) Except for approved identification signage of the selected Proposer, any corporate signs, symbols, advertising, or the like on the exterior of the service facility or any part of the Airport terminal area outside of the automotive fuel services and car wash concession. In submitting proposals, Proposers acknowledge that a separate contract for advertising at all of Airport's facilities will be in effect, and that all signage, including promotional material and activities of Proposer, whether or not in connection with its business at Airport, may be subject to the provisions of the advertising contract. The successful Proposer shall cooperate with the City in establishing appropriate signage standards and guidelines that will enhance the overall appearance and operation of the automotive fuel services and car wash concession.

F. Utilities and Maintenance

The successful Proposer will be responsible for extending all necessary utilities, including utility meters from the lease boundary to its facilities, at its sole expense. The successful Proposer will be solely responsible for all charges and fees for utilities separately metered to the automotive fuel services and car wash concession premises. The successful Proposer will also be solely responsible for all maintenance, repair, and janitorial services associated with the automotive fuel services and car wash concession.

If chemicals are used, Material Safety Data Sheets (MSDS) must be submitted to the City within ten (10) calendar days prior to the commencement of operations.

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G. Charges to the Public

Prices to the public are not to exceed one hundred ten percent (110%) of “street” prices. Proposals shall consequently incorporate pricing information as part of the narrative response.

H. Non-Exclusivity

Although the City does not currently intend to have more than one automotive fuel services and car wash concession in the Airport terminal areas, Proposers are advised that other providers may, over time, supply or provide the same or similar related automotive fuel services and car wash concession services in the terminal area as future demand warrants. The City may, at any time, solicit proposals or enter into negotiations for additional automotive fuel services and car wash concession services in the sole discretion of the City.

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SECTION IV. PROPOSAL SUBMITTAL INSTRUCTIONS

A. Delivery of Proposals

Each proposer must submit the following in a sealed package marked with the name of the proposer and the name of this RFP:

- Proposal Guarantee
- Executed Affidavit (**Attachment A**)
- 1 original proposal
- 4 copies of the entire proposal, and
- 1 electronic copy of the entire proposal on a PC-compatible CD-ROM in Microsoft Word, Microsoft Excel, or Microsoft Photo Editor.

Proposals must be received at the location and by the deadline listed on page 1 of this RFP. **Proposals arriving after the deadline date and time will not be considered and will be returned unopened.** Fax proposals are not acceptable. Oral proposals are not acceptable.

B. Form of Proposal

All proposals must contain the following information in the order outlined. Proposals not following the specified format below or that are incomplete, conditional, obscure, or contain additions not requested, exceptions to material provisions, or irregularities of any kind, may be deemed non-responsive and disqualified from the process.

1.) Cover Letter

2.) Developer and Management Team

Each Proposer must submit an organization chart of key team members showing the personnel responsible for the overall automotive fuel services and car wash concession management and operation to be assigned to this project. This list should include design professionals, management groups, construction teams, architects, principal consultants, financial partners, and any other applicable groups or individuals required to complete this project. If the team is internal, it should be so noted. Each Proposer should identify the proposed management team for the day-to-day management of the site beyond the development phase.

3.) Qualifications and Experience Statement for Developer and Management Team

Each Proposer shall provide sufficient documentation, including resumes of the development and management team personnel and financial institutions to demonstrate the minimum qualifications listed in **Section I (B)**. Proposers should

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include information on the scope and complexity of similar projects and developments completed in the past; including the project value (investment), years of operation, size of lease area, and estimated annual payments to Lessor.

4.) Proposed Financial Plan

Each Proposer must include a pro-forma of its financial plan indicating the proposed annual rents that will be paid to the City, the total amount of investment to be made by the Proposer, the anticipated annual operating and maintenance expenses and the anticipated annual revenue to be generated from the development and operation of the Tenant facilities and services.

The financial plan must indicate the proposed sources of funds the Proposer intends to use for the development of all facilities.

5.) Letter from Financial Institution

Each Proposer must submit documentation establishing its financial capacity to complete the proposed development. Each Proposer shall provide a letter from a financial institution communicating its commitment to provide the Proposer with the funds needed to construct all proposed facilities or that the Proposer has sufficient funds to complete construction without borrowing.

Each Proposer must submit documentation establishing its financial capacity to operate the facilities for at least three months following completion of construction. Each Proposer shall provide a letter from a financial institution communicating its commitment to provide the Proposer with an irrevocable Letter of Credit in an amount equal to 3 months rent at the proposed rate for the entire premises or that the Proposer has sufficient funds without borrowing.

6.) Automotive Fuel Services and Car Wash Design Concept Plan

Each Proposer must include Automotive Fuel Services and Car Wash Design Concept Drawings including, at a minimum, color concept drawings depicting exterior elevations, design elements and materials, and approximate square footage under roof. The Design Concept Drawings do not need to be stamped by a licensed architect. Award of a concession agreement does not represent approval of the proposed Design Concept Drawings. Each Proposer must include a Conceptual Site Development Plan. The Conceptual Development Plan shall conform to the site boundaries and lease area limitations described in this Section VI B (6). The area shown in **Attachment B** is conceptual only and Proposers are encouraged to submit plans of their proposed lease areas that best fit their needs, but Proposers may request modified property size to accommodate their proposed development. The plan shall include, at a minimum:

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- a. Concept drawings depicting placement and orientation of the fuel service facility and any other buildings on the parcel,
- b. If the development is phased, the number of phases of development and area consumed per phase,
- c. Proposed building square footage per building per development phase,
- d. Site circulation including pedestrian circulation, roadways and vehicle parking, if applicable,
- e. Building elevations.
- f. Landscaping areas

The Successful Proposer(s) will be required to lease an area sufficient for its proposed development, which must extend up to the cities established development or to adjacent lots, whichever is applicable.

The City will provide common infrastructure that will be available to and used by the general public on a non-exclusive basis. Common areas (outside of lease area) include access roads and public parking. The City will provide a single stub-out for each utility it intends to provide the tenant lease area. The final location of the utility stub-out is subject to negotiation with each tenant. The successful Proposer(s) will be responsible for all site improvements including land infrastructure, lot grading, pavement, site drainage, utilities, landscaping, and on-going maintenance of improvements.

The Conceptual Site Development Plan must show the access road and vehicle parking as depicted in **Attachment B**. The Conceptual Site Development Plan should describe the design information for the project site in the form of color drawings and exhibits suitable for study but does not need to be stamped by a licensed architect. Selection as a successful Proposer does not represent approval of the proposed Conceptual Site Development Plan.

7.) Schedule

Each Proposer must include a schedule of the process they will take to implement its proposal. The schedule must include the anticipated time frames for all steps of implementation including:

- 1.) Lease negotiation,
- 2.) Confirmation of financing if applicable,
- 3.) Selection of designers and engineers,
- 4.) Design, bid and award of contracts including submittal of final concept plans to the City and submittal of construction drawings. If development is proposed in phases, each development phase including how soon the subsequent phase(s) will be permitted and initiated should be indicated.
- 5.) Construction of proposed facilities.

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The schedule should indicate the response times required by the City in order to meet the successful implementation.

8.) Past Performance and Experience of Proposed Personnel

Proposer's past successful contractual experience and the experience of Proposer's on-site manager and key personnel.

9.) Fee

The minimum concession fee that Proposer will compensate the City of St. George as well as the reasonableness of Proposer's financial and business plan.

- 1) An automotive fuel services and car wash concession plan that includes all of the required services and any optional services that Proposer intends to offer. (Note that any optional services may not be acceptable to the City of St. George)
- 2) A detailed description of the services to be sold, specific prices to be charged (per item), and how price increases, if any, will be determined over the full term of the concession rights. As part of this response, Proposers are to submit pricing information from three (3) comparable locations within the St. George Municipal Area as the basis for pricing.
- 3) A detailed matrix indicating staffing levels by hour of day.

10.) Financial and Business References

Submit references in the **Affidavit (Attachment A)** from the following:

- 1) At least two banks or financial institutions
- 2) At least one landlord/owner
- 3) At least five suppliers

11.) Exceptions Page

Proposers shall include a list of exceptions to the requirements of the RFP, if any, stated on a separate page labeled "Exceptions." The list shall identify the requirement, nature of the deviation, and explanation. If there are no deviations or exceptions to any portion of the RFP, Proposer shall state so on a page entitled "Exceptions." If no deviations are identified and Proposer's proposal is accepted by the City, Proposer shall conform to all of the requirements specified therein. It is the intent of the City to award a concession on a fair, competitive basis. For this reason, the City may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by

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the Proposer to vary the terms of the RFP which, in fact, may result in giving such Proposer an unfair advantage over other Proposers.

Proposers shall not take exception to any mandatory provision or material requirement of this RFP or the proposal may be disqualified as non-responsive. Proposers must submit questions in writing regarding any clarifications about mandatory or material requirements in the RFP at the pre-proposal meeting or during the question and answer period.

12.) Proposal Guarantee

13.) Executed Affidavit (Attachment A)

Award will be made to Proposer who, in the sole judgment of the City, is most responsive in meeting the City's requirements associated with the automotive fuel services and car wash concession.

Section V. EVALUATION CRITERIA and SELECTION PROCESS

It is the intent of the City to select a single developer to enter into a lease agreement to develop and operate an automotive fuel services and car wash concession at the Replacement St. George Municipal Airport. The selection of the successful Proposers will be based on the City's determination of the best financial and business offer to the City. The determination of the best financial and business offer will be at the sole discretion of the City and its representatives. The determination of the best business offer will be based on several factors including but not limited to:

- 1.) The expected amount of revenue that will be paid by the lessee to the City during the initial term of the lease,
- 2.) The amount of capital investment in the Replacement St. George Municipal Airport that is committed to be made by the Proposer,
- 3.) The total area committed by the Proposer to be leased,
- 4.) The financial strength, security and capacity of the Proposer and financial partners to perform in accordance with the submitted proposal,
- 5.) The qualifications and experience of the Proposer and key team members,
- 6.) The types and numbers of services that the Proposer commits to provide if selected,
- 7.) Familiarity with local conditions including; St. George Airport's tenants; customers; service requirements and rules and regulations.

The City has developed a systematic selection and negotiation process that is non-discriminatory and which allows equal opportunity for all Proposers to compete under equal circumstances. Each Proposer will have an opportunity to submit a proposal under the conditions of the RFP. Each proposal will be ranked according the criteria established in this RFP. Negotiations with the highest ranked Proposer will be pursued until an agreement which binds the Proposer to enter into a lease is reached.

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The City has established a selection process to objectively evaluate and rank all proposals based on fair and equitable evaluation criteria. Proposals will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP's requirements. The City reserves the sole right to determine the sufficiency of qualifications and experience of all proposers. Proposals that do not follow the specified format below may be deemed non-responsive and disqualified from the process. All eligible, responsive and responsible proposals will be evaluated on the following ranking criteria and point values.

Ranking Criteria and Point Value

- 1.) Proposed total revenue to City to be paid by Proposer (0-35 points)
- 2.) Total cost of improvements to be made by Proposer (0-20 points)
- 3.) Qualifications and Experience of Proposer and Key Team Members
0-10 points)
- 4.) The financial strength, security and capacity of the Proposer to perform in accordance with the submitted proposal, (0-10 points)
- 5.) The types and numbers of services Proposer commits to provide if selected
(0-5 points),
- 6.) Proposed Development Plan (0-5 points)
- 7.) Familiarity with local conditions including; St. George Airport's service needs and customer needs.(0-15 points)

Section VI. GENERAL TERMS AND CONDITIONS OF THE PROPOSAL

A. Materials Submitted

All materials submitted in response to this RFP become the property of the City. Each proposer, as an express condition for the City's consideration of such proposal, agrees the contents of every other proposal are confidential and proprietary, and waives any right to access such Proposals until 30 days after City Council awards the lease(s) for this RFP. No submission or supporting documentation will be returned to proposers except as part of the lease with a successful proposer or in the return of a rejected or non-responsive proposal.

B. City's Reservation of Rights

The City reserves the right to modify the selection process as necessary, and at its sole discretion, to resolve any unforeseen complications or conflicts that might arise during the evaluation, negotiation, and selection processes. The City reserves the right to take any course of action as the City deems appropriate at the City's sole and absolute discretion, which may include:

- 1.) Waiving any defects or informalities in any proposal or proposing procedure;
- 2.) Accepting or rejecting any or all proposals or any part of any or all proposals;
- 3.) Canceling the RFP in part or in its entirety;

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- 4.) Reissuing the RFP with or without modification;
- 5.) Negotiating any or all Proposal elements with entities of its choice or negotiating with any qualified sources;
- 6.) Any other option deemed to be in the City's best interest.

C. Addenda

The City shall not be responsible for any oral instructions given by any employees or officials of the City regarding RFP instructions, specifications or documents. Any changes will be addressed in writing and available at www.sgcity.org.

D. Right to Investigate

In addition to the references submitted in **Attachment A**, the City may obtain information on past performance of any previous or existing leases. The City's determination as to whether the proposer is qualified and responsible will be based on the information furnished by the proposer in the proposal requirements, interviews (if applicable), as well as from other sources determined to be valid by the City. Award will not be made until after such investigations, as are deemed necessary, are made by the City regarding the experience and financial responsibility of the proposer, which each proposer agrees to permit by submitting its proposal.

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ATTACHMENT A

Affidavit

Assurances

The undersigned proposer hereby submits to the City (City) the enclosed proposal based upon all terms and conditions set forth in the City's RFP and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by proposer. The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents and addenda, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of proposer's proposal.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality of service to the City at reasonable rates.
7. This proposal is valid for a minimum of 120 days subsequent to the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, commercial

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officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

Legal Status

1. In the past 7 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. **Yes () No ()**
2. Have you personally, or any business with which you have been involved, ever been a defaulter as surety upon any obligation to the City? If "Yes," provide details. **Yes () No ()**
3. Are there any pending liens, claims or litigation in excess of \$1,000,000 involving proposer? If "Yes," provide detailed information regarding complaints about how the quality of applicant's services was unsatisfactory. **Yes () No ()**
4. Has the proposer been involved in any lawsuits in the past 5 years? If "Yes," provide list noting if proposer is named as plaintiff or defendant and briefly describe the nature of the claim. **Yes () No ()**
5. Have any of the proposer's consulting contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 5 years? If "Yes," provide name, location, and date of the contract(s). **Yes () No ()**
6. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. **Yes () No ()**
7. Proposer intends to operate the business as a (check one):

Corporation ()
Joint Venture ()
Limited Liability Company ()
Partnership ()
Sole Proprietorship ()

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References

Proposer shall furnish the names and contact information for those described on page 16, paragraph J. Financial and Business References which the proposer is furnishing or has furnished services similar to those described in this RFP.

- 1.) Bank /Financial Institutions and Reference Name: (2 required)
Address:
Telephone/Fax/E-Mail:
- 2.) Landlord/Owner and Reference Name: (1 required)
Address:
Telephone/Fax/E-Mail:
- 3.) Supplier and Reference Name: (5 required)
Address:
Telephone/Fax/E-Mail:

Signature(s)

Name of Proposer (Legal Name): _____
Printed Name of Authorized Person: _____
Title: _____

Business Address of Proposer: _____
Telephone/Fax/E-Mail: _____
Signature of Authorized Person: _____

Name of Joint Venture and/or
Subconsultant Partner (if applicable): _____
Printed Name of Authorized Person: _____
Business Address: _____
Telephone/Fax/E-mail _____
Signature of Authorized Person: _____

NOTARIZED

Signed and sworn before me this _____, day of _____.

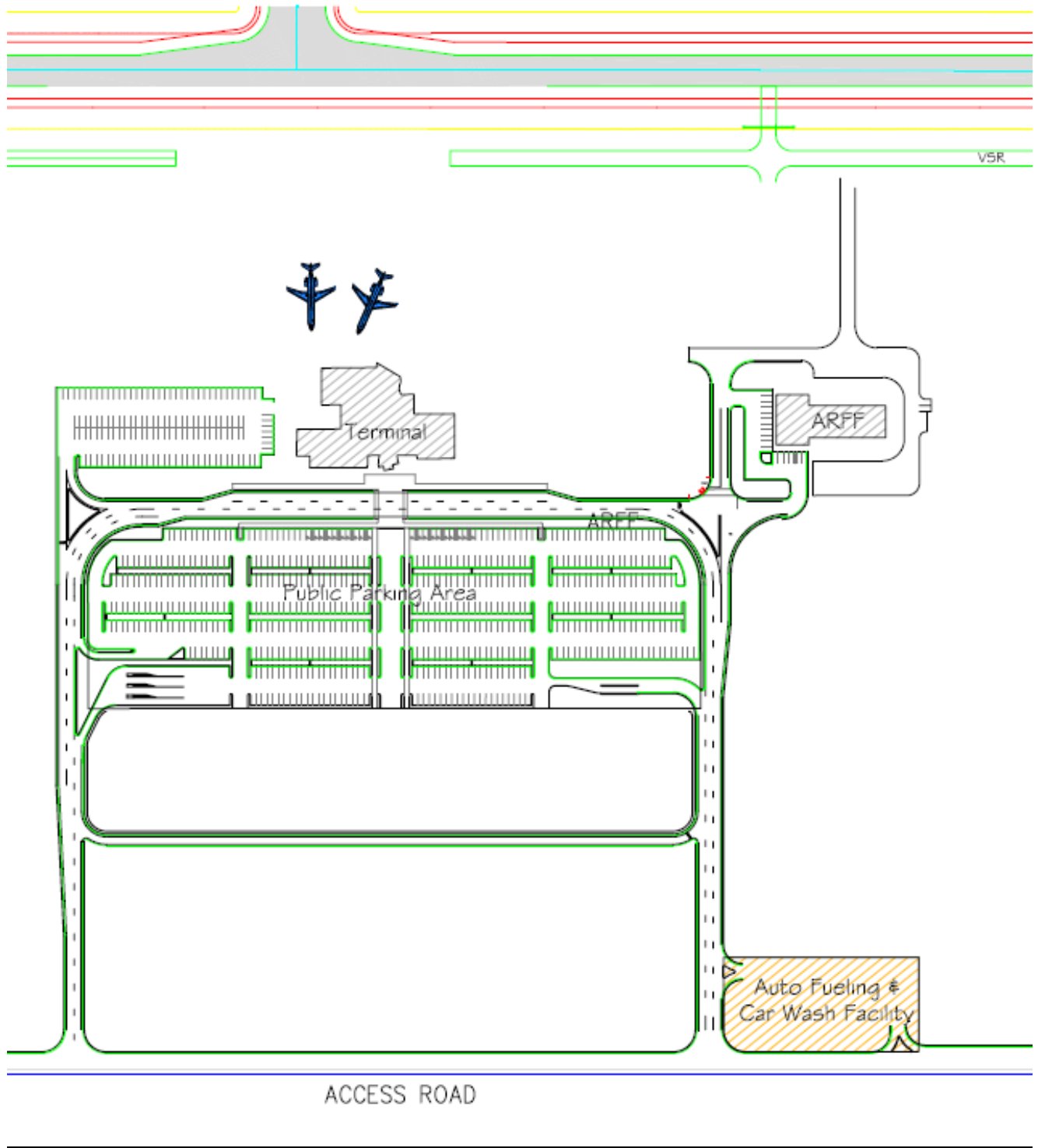
Notary Signature: _____

My Commission Expires _____

Affix Seal

**AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
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ATTACHMENT B



**AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
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ATTACHMENT C

COMMERCIAL OPERATING AGREEMENT

THIS COMMERCIAL OPERATING AGREEMENT, herein called the "Agreement," entered into as of the _____ day of _____, 2007 by and between the City of St. George, Utah ("City") and _____, a corporation with the authority to do business at the St. George Municipal Airport ("Airport") in the State of Utah, hereinafter referred to as "Operator"

WITNESSETH:

WHEREAS, the City owns and operates the St. George Municipal Airport, as depicted on the most current Airport Layout Plan approved by the City and the Federal Aviation Administration; and

WHEREAS, commercial aeronautical services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Airport desires to make such service(s) available at the Airport; and

WHEREAS, Operator is qualified, ready, willing and able to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

**ARTICLE I
OBJECT AND PURPOSE**

1.1 Purpose of Agreement. The purpose of this Agreement is to grant Operator the non – exclusive right and privilege to conduct the following commercial aeronautical activity at the St. George Municipal Airport:

()

1.2 Non Exclusive. It is not the intent of this Agreement to grant Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. Airport reserves the right, at its sole discretion, to grant others certain rights and privileges at the Airport which are identical in part or in whole to those granted to the Operator. However, Airport does consent and agree that:

(a) It shall enforce all established City requirements, now in existence or hereinafter adopted, for similar activities conducted at the Airport; and

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- (b) A commercial aeronautical operator will not be permitted to conduct similar activities at the Airport under rates which are more favorable than those set forth in this Agreement.

**ARTICLE II
PREMISES**

- 2.1 **Premises.** Commercial aeronautical operations by the Operator are approved at the following location on the Airport (Premises):
()

Operator shall, at all times during the term of this Agreement, provide the City with a copy any and all sublease agreements for the Premises it occupies on the Airport. Operator shall not use or permit the use of the premises for any non – aeronautical purpose without written permission of the City.

- 2.2 **Signs.** Operator shall have the right, at its expense to place in or on the Premises a sign or signs identifying the Operator which sign or signs shall be in a size, shape and design at any location or locations approved by the City and in conformity with any overall directional graphics or sign program established by the City. Notwithstanding any other provision in this Agreement, the sign shall remain the property of Operator. Operator shall remove, at its expense, all letters, signs and placards placed on the Premises at the expiration of the term of this Agreement.

**ARTICLE III
TERM**

- 3.1 **Term.** The term of this Agreement shall be for the period commencing _____, 2006 and ending _____, 2008. Operator agrees that the Premises shall be used solely for the activities as approved herein, and that it shall not change the use of the Premises without first securing prior written approval of the City.

**ARTICLE IV
OPERATOR OBLIGATION**

- 4.1 **Net Lease.** The use and occupancy of the Airport by Operator will be without cost or expense to the City. It shall be the responsibility of the Operator to design, construct, maintain, repair and operate the Premises at the Operator's sole cost and expense, except to the extent that the City is obligated to maintain and repair aircraft parking ramps, access roads, taxiways and utility corridors.

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4.2 Maintenance Responsibilities. Operator shall maintain, repair and keep in clean and good condition the Premises it occupies on the Airport, as hereinafter described:

- a) Operator shall maintain pavement, landscaping, obstruction lighting and all equipment.
- b) Operator shall maintain the interior and exterior of the building, to include electrical, mechanical, plumbing, restroom(s), fire protection system(s), ceilings, floors, load – bearing and exterior walls, utilities, and HVAC system(s).
- c) Operator shall clean trash from driveways, ramps, and sidewalks to include maintaining clear, unobstructed access to the buildings at all times for emergency vehicles.
- d) Operator shall maintain all hangar and overhead doors and door operating systems, including weather stripping and glass replacement.
- e) Operator shall install and maintain electrical loads within the designed capacity of the system.
- f) Operator shall install and maintain hand – held fire extinguishers in the interior of all buildings, pursuant to safety codes.
- g) Operator will not dispose of any debris or waste materials on Airport property. All hazardous materials must be stored and used in accordance with Article XI, with contents identified and clearly labeled as belonging to Operator and properly disposed of pursuant to prescribed Federal, State and City directives. Operator shall not store any inoperative equipment, inoperative vehicles or other similar items on the Premises. All storage of parts, supplies and materials must be in facilities and structures compliant with applicable building codes.
- h) Operator shall have the necessary utility meters installed, as required by the utility company(s) at Operator's expense. Operator shall pay for all fees for the connection of utility services, including any applicable impact fess as well as fees for ongoing utility usage. Operator shall maintain and repair all utility service lines and fixtures, including lighting fixtures, within Premises except to the extent that such maintenance or repair is the obligation of the utility company providing such utility service.
- i) Operator shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the Airport of all trash, garbage and other refuse which results from Operator's business operations, including receptacles for the deposit of such trash, garbage and other refuse.

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- j) Operator shall accomplish all repairs and maintenance for which it is responsible routinely and, in all events, within ten (10) days following receipt of notice from the City. Operator will not permit any action on the Premises that has an adverse effect, or interferes with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation or protection of the Airport.
- k) Operator shall be solely responsible for the supervision, conduct, safety, and security of Operator, its subcontractors, agents and any other persons.

4.3 Security Requirement. *Operator agrees to comply in all ways with any Federal security regulations applicable to the Airport and as contained in the approved Airport Security Manual of the St. George Municipal Airport. Operator specifically agrees that it shall cooperate in all ways with the City in compliance with all existing and future security requirements including regulations of the United States Transportation Security Administration and provide at Operator's expense such information and comply with any requirements imposed upon it by the City in connection with Operator's operation under this Agreement for security compliance.*

4.4 Minimum Operating Standards. In providing any of the required and / or authorized services or activities specified in this Agreement, Operator shall operate for the use and benefit of the public and shall meet or exceed the following standards:

- a) Operator shall furnish service on a fair, reasonable, and non – discriminatory basis to all users of the Airport. Operator shall furnish good, prompt, and efficient service, adequate to meet all demands for the Airport. Operator shall charge fair, reasonable, and non – discriminatory prices for each unit of sale or services.
- b) Operator shall select and appoint a manager of its operation at the Airport. The manager shall be qualified and experienced and vested with the full power and authority to act in the name of Operator with respect to the method, manner, and conduct of the operation of services provided under this Agreement. The manager shall be available at the Airport during regular business hours. During the manager's absence, a duly authorized subordinate shall be in charge and available at the airport.
- c) Operator shall control the conduct, demeanor, and appearance of its employees, who shall be trained by the Operator and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Operator to maintain close supervision over its employees to assure a high standard of service to customers of Operator.

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- d) Operator shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including payment of taxes, and any other fees or assessments lawfully levied or assessed by any authorized government agency.

**ARTICLE V
CITY'S OBLIGATIONS**

5.1 Use of Airport Facilities. Operator shall be entitled, in common with others so authorized, to use all facilities and improvements of a public nature which now exist or may hereafter be constructed on the Airport including landing areas, runways, taxiways, navigational aids, and aircraft parking areas designated by the City.

5.2 Maintenance of Airport Facilities. The City shall maintain all public and common or joint use areas of the Airport, including the air operations area, in good repair, and shall make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for safe and efficient operation of the Airport.

5.3 Aerial Approaches. 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 erection by Operator of any structure which in the opinion of the City would limit the usefulness of the Airport or constitute a hazard. Operator shall not engage in any activities that may injure the Premises or that may constitute a nuisance or hazard to other patrons or persons at the Airport.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

6.1 Required Insurance. Operator shall obtain and maintain continuously in effect at all times during the term of the Agreement at Operator's sole expense the following insurance: Comprehensive general liability insurance indemnifying the City against all reasonable liability by reason of Operator's conduct incident to the use of the Premises or resulting from any accident occurring on or about the Premises of the Airport, including roads, driveways, public places, including runways and taxiways, caused by or arising out of any wrongful act or omission of Operator in a minimum amount of not less than \$600,000 per occurrence and not less than \$2,000,000 aggregate per occurrence;

- a) Provision of the City of St. George as additional insured; and
- b) Waiver of Subrogation in favor of the City of St. George.

The City reserves the right to increase the insurance limit requirements set forth in **Attachment D** to accommodate any increase to Utah Code Annotated Section 63G-7-604, or as determined by the City to protect the City from exposure to liability due to the operation of the Tenant on City property.

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6.2 Furnish Information. Copies of all policies will be supplied to the City establishing coverage mentioned above. The City will be supplied with copies of any cancellation notices received concerning said policy during the term of this Agreement and cancellation of a policy without providing a satisfactory substitute policy would constitute a breach of this Agreement.

6.3 Indemnification. Operator further agrees to indemnify the City against any claims, suites or actions which may be asserted or brought by third parties against Airport and which are based upon Operator's intentional or negligent acts or omissions in connection with its use and occupancy of the Premises and its operations under this Agreement.

ARTICLE VII
ASSIGNMENT

7.1 Assignment. This agreement or any part thereof may not be assigned, transferred, or subleased by Operator by process or operation of law or in any matter whatsoever, without having first secured the prior written consent of the city.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.1 Operator's Default. The occurrence of any one or more of the following events (the "Events of Default") shall constitute a default and breach of this Agreement by Operator:

- a) Failure to observe or perform any of the covenants, conditions, provisions of the Agreement to be observed or performed by Operator.
- b) The Premises shall be abandoned, deserted or vacated by Operator and shall remain vacant or "dark" for a period of thirty (30) consecutive days unless such vacating is required by repair or reconstruction as herein provided; or
- c) Any lien shall be filed against the Premises or any part thereof in violation of this Agreement and shall remain unreleased for a period of sixty (60) days from the date of such filing unless, within said period, Operator is contesting in good fait the validity of such lien and while such lien is appropriately bonded off; or
- d) The making by Operator of any general any general assignment or general assignment for the benefit of creditors, or the filing by or against Operator of a petition to have Operator adjudged bankrupt, or a petition of reorganization or arrangements relating to bankruptcy unless, in the case of a petition filed against Operator, the same is dismissed within

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sixty (60) days, or appointment of a trustee or receiver to take possession of substantially all of Operator's assets located in the Premises or of Operator's interest in this Agreement, where possession is not restored to Operator within sixty (60) days, or the attachment, execution or other judicial seizure of substantially all of Operator's assets located in the Premises, or such seizure is not discharged within sixty (60) days.

8.2 City's Remedies. If an Event of Default occurs and the applicable cure period has expired, at any time after the occurrence, with or without additional notice or demand and without limiting the City's rights or remedies as a result of the Event of Default, the City may do the following:

- a) Terminate Operator's right to operate on the Premises by any lawful means, in which case, this Agreement shall terminate and Operator shall immediately cease all such activities approved under this Agreement. In such event, the City shall be entitled to recover from Operator all damages incurred by the City by reason of the Event of Default by Operator including, but not limited to, the cost of recovering reasonable attorney's fees.
- b) Maintain Operator's right to operate, in which case this Agreement shall continue in effect notwithstanding that Operator shall have abandoned the Premises. In such event, the City shall be entitled to enforce all of its rights and remedies under this Agreement, including the right to recover any fees as the become due;
- c) Pursue any other remedy available to the City under the laws of the State of Utah.

In all cases of an Event of Default, the Airport agrees to use all reasonable means to mitigate it damages.

ARTICLE IX
TERMINATION

9.1 Termination. Either party may terminate this Agreement if the other fails to cure a material breach within thirty (30) calendar days after receipt of written notice. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of this period may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, this Agreement may be terminated upon ten (10) calendar days written notification. In the event of termination of the Operator's sublease for the Premises, this agreement shall terminate as of the date of termination of the sublease. In the event of termination of the ground lease for the Premises, this agreement shall terminate as of the date of termination of the ground lease.

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**ARTICLE X
ENVIRONMENTAL AND SAFETY COMPLIANCE**

10.1 Environmental Compliance.

- a) Operator shall comply with all laws relating to hazardous materials on the Premises or related to Operator's activities on the Airport, including applicable Federal Aviation Regulations and standards of the National Fire Protection Association. Operator shall not use or store hazardous materials on the Airport, except as reasonably necessary for its permitted use of the Premises, and in a manner and at locations approved by the City. Operator shall not dispose of any hazardous materials on the Airport or surrounding lands or waters. Operator shall provide the City with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Premises, or any alleged material noncompliance with environmental laws by Operator on the Airport, no later than thirty (30) days after such documents are generated by Operator or received by Operator. Operator shall also promptly notify the City of any material spills, releases, or other discharges of hazardous materials by Operator on the Airport, and promptly abate and mitigate any such discharges as required by law. From and after acceptance of this Agreement by Operator, all reporting requirements under any laws with respect to spills, releases, or discharges of hazardous materials by Operator on the Airport under any law are the responsibility of Operator.
- b) From and after acceptance of this Agreement by Operator, Operator's hazardous materials shall be the responsibility of Operator and Operator shall be liable for and responsible for including without limitation, at Operator's sole cost: (i) removal, remediation, assessment, transportation, testing, and disposal of Operator's hazardous materials as directed by any governmental agency, as required by any law, or as necessary to prevent or eliminate any nuisance, trespass, waste, or diminution in the value of the Premises; (ii) damages for injury to persons, property, the Airport and surrounding lands and waters; (iii) claims resulting there from; (iv) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any governmental agency asserting jurisdiction, or under any law with respect to Operator's hazardous materials; (v) costs and expenditures for cleanup, remediation, assessment, testing, investigation, transportation and disposal required hereunder; (vi) damages, costs, and expenditures for injury to natural resources and required by applicable law; (vii) any other liability, related to Operator's hazardous materials. The City is not required to incur any costs, fees (including attorney, consultant and expert witness fees) or expenses relating to Operator's hazardous materials. Should the City incur any such cost,

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expenses or fees relating to the Premises or surrounding lands, waters, or air, Operator shall promptly reimburse City for said costs, expenses or fees.

- c) In addition to any other indemnities in this Agreement, Operator shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all responsibilities, damages, claims, fines, liabilities, costs, expenditures, attorney's fees. Litigation expenses and court costs relating to Operator's hazardous materials, including, without limitation, those liabilities and responsibilities referred to in the paragraph above or elsewhere in this provision.
- d) The promises, conditions, covenants, and indemnities by Operator in this provision shall apply without limitation to Operator's successors, subcontractors, assignees, and guarantors of the lease. Further, with respect to each of the promises, conditions, covenants, and indemnities of this provision, Operator assumes responsibility to the City for acts or omissions of Operator's employees, agents, customers, assignees, successors, shareholders, subsidiaries, contractors or subcontractors (whether or not such acts or omissions are negligent, intentional, willful or unlawful) in any way relating to Operator's hazardous materials, or environmental compliance with respect to Operator's hazardous materials. Each of the promises and indemnities in this provision apply to any discharges of hazardous materials following the date hereof on the Airport (or emanating from the Premises) by Operator, whether occurring during or after Operator vacates the Premises. The promises and indemnities by Operator are continuing and survive the termination of this Agreement. For the purposes of this Agreement "Operator's hazardous materials" are only those hazardous materials discharged after the date of this Agreement by Operator. Operator shall have no responsibility for the condition of the Premises prior to the commencement of this Agreement by Operator.
- e) At the City's sole discretion, the City, or its representatives or consultants, may enter upon the Premises and make any tests, measurements, investigations, or assessments that the City deems necessary in order to determine the presence of hazardous materials. If any Operator – related hazardous materials are detected requiring remedial action under this provision, or if any material violation of any law or the requirements of this provision are found, the fees and expenses of said consultant shall be paid by Operator as additional rent under this Agreement on demand by the City. This is in addition to Operator's obligation to conduct all required testing, investigation, assessment, cleanup and remediation at Operator's sole cost as stipulated above of any Operator – related hazardous materials releases.
- f) Prior to the end of the Agreement term or earlier termination of the Agreement, Operator shall remove or remediate as required under Section 10.1 (b) hereof, all Operator's hazardous materials from the Premises and

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surrounding lands and waters. Unless instructed otherwise by the City, Operator shall also, prior to vacating the Premises, remove all tanks, piping and other equipment which stored hazardous materials, or which are contaminated by hazardous materials.

ARTICLE XI
GENERAL PROVISIONS

11.1 Laws, Rules and Regulations. Operator, its officers, agents, employees, contractors, licensees, any other person whom Operator controls or has the right to control, shall comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of Utah, the City of St. George and their respective agencies, departments, authorities, commissions, or in the case of the Airport, its Manager or his designee, which may either directly or indirectly affect Operator or its operations on or in connection with the Premises of the Airport.

11.2 Taxes and Assessments. Operator shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes and fees, which are now or may hereafter be levied upon the Operator or upon the business conducted by Operator on the Premises. Operator shall maintain, in current status, all federal, state and local licenses and permits required for the construction and operation of the Facilities by Operator. If Operator contests such taxes, charges or fees, the City may require Operator to obtain or establish an escrow account or bond to cover payment of such taxes, charges or fees.

11.3 Nondiscrimination. Notwithstanding any other inconsistent provision of this Agreement during the performance of this Agreement, Operator, for itself and its successors, as part of the consideration for the Agreement, does covenant and agree that:

- a) No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises.
- b) No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination in the construction of any improvement on the Premises and furnishing of services thereon.
- c) Operator shall use the Premises in compliance with all the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said laws and regulations may be amended or changed.

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- d) Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will require that its covered sub organizations provide assurances to Airport that they similarly will undertake affirmative action programs and they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- e) In the event of breach of any of the above nondiscrimination covenants, Airport shall have the right to terminate this Agreement and to re – enter and repossess the Premises and hold the same as if said Agreement had never been made or issued.

11.4 Public Accommodation Laws. Operator covenants that it will comply fully with applicable laws, regulations and building codes governing non – discrimination in public accommodations and commercial facilities.

11.5 Requirements of the United States. This agreement is subject and subordinated to the provisions of any existing or future agreements between the City and the United States, or any agency thereof, relative to the operation of or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. The parties acknowledge that this Agreement is subject to termination and cancellation by the emergency demands of one or more governmental agencies of the United States of America and Operator agrees that, in the event of such demand, Operator will yield and deliver possession of all the Premises leased hereunder from either the City or said governmental agency. In the event any such termination and cancellation of this Agreement occurs, Operator shall retain its independent rights and claims for damages and compensation against the government agency responsible therefore, or it may share on an equitable basis in any award which may be made for taking of all the Airport property of which this leasehold is a part. In the event such taking by one or more governmental agencies at any time shall constitute less than a termination and cancellation of the rights to be enjoyed by Operator hereunder then during such time of suspension Operator shall be excused from paying any rent that may be due under this agreement.

11.6 Operator as Independent Contractor. In conducting its business hereunder, Operator acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction, and payment of Operator's employees shall be the responsibility of Operator, and Airport will not attempt to exercise controls over daily performance of duties by said employees.

AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
At St. George Replacement Airport (SGU)

11.7 Invalidity of Agreement. It is understood and agreed by and between the parties hereto that in the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, or any other competent authority, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision clauses, sections or provisions of this Agreement.

11.8 Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing and signed by both parties.

11.9 Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and sent by certified mail, return receipt requested, with postage and return receipt fees prepaid:

To City:	Airport Manager	To Operator:
	City of St. George	
	175 North 200 East	
	St. George, Utah 84770	

Notices shall be deemed delivered on the date mailed.

11.10 Headings. The headings used in this Agreement are intended for convenience of reference only and not to define or limit the scope or meaning of any provisions of this Agreement.

11.11 Governing Law. This Agreement is to be constructed in accordance with the laws of the State of Utah.

11.12 Business Interruption. In no event shall the City be liable for any interruption in Operator's business from whatever cause or reason, nor shall the City be liable for any interruption or failure in the supply of any utilities or utility service or services in or to the above – described Premises.

11.13 Binding on Successor. Subject to the limitation on any assignment or subleasing hereof, this Agreement is binding upon and shall inure to the benefit of the respective successors, assigns, heirs, legal or personal representatives of parties hereto.

11.14 Right to Develop. Operator acknowledges that the City reserves the right to further develop or improve the landing area of the City as it sees fit, and Operator will not interfere with such development or improvement.

AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
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- a) The parties further agree that time is of the essence as to all provisions on this Agreement.
- b) The parties hereto acknowledge that this Agreement supersedes and replaces all prior agreements entered into between the parties.

IN WITNESS WHEREOF, The City and Operator have executed this Agreement this _____ day of _____, 2006.

CITY OF ST. GEORGE:

OPERATOR:

Daniel D. McArthur, Mayor

By:

ATTEST:

Gay Cragun, City Recorder

Approved as to form:

Shawn Guzman
City Attorney

AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
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ATTACHMENT D
Insurance Requirements

1. GENERAL: The Tenant shall carry insurance required by laws and Regulations to protect the Tenant, his contractors, his Suppliers or Subcontractors, the City and its Consultants and the City's officials and employees. The Tenant shall secure and maintain during the term of the lease certain insurance that shall protect the Contractor, any Supplier or Subcontractor and the City and its consultants in such a manner and amounts as set forth hereinafter. The insurance requirements stipulated herein shall not be construed as limiting the Tenant's liability.

2. COMMENCEMENT OF WORK: Neither the Tenant, his contractors, his Suppliers nor any Subcontractor of the Contractor or Supplier shall enter the lease area or commence work before the City has received and accepted the Certificate(s) of Insurance and Insurance Endorsements and has an executed lease agreement with the Tenant.

3. INDEMNIFICATION: To the fullest extent permitted by the laws and regulations, the Tenant shall indemnify and hold harmless the City, its Consultants and the officers, directors employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of engineers, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the Tenant Development, provided that any such claim, cost, loss or damage is:

- A. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Tenant Development itself), including the loss of use resulting therefrom, and
- B. Caused in whole or in part by any negligent act or omission of the Tenant, his Contractor, his Suppliers, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any portion of the Tenant Development or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

4. INSURANCE CLAIMS: In any and all claims against the City or its consultants or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of the Tenant, his Contractor, any Subcontractor, any supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any portion of the Tenant Development, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Tenant, his Contractor or any such subcontractor, supplier or the person or

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organization under the workers compensation acts, disability benefit acts or other employee benefit acts.

5. LOSSES: All losses or damage arising from obstructions or difficulties which may be encountered in the prosecution of the Tenant Development, from the action of the elements or from any act or omission on the part of the Tenant, his Contractor or any Subcontractor, supplier or person or agent employed by the Supplier shall be borne by the Tenant

6. INSURANCE CERTIFICATES: The Insurance Certificates shall set forth the following information and shall be signed by an authorized representative of the insurance company:

- A. Name and address of the insured.
- B. Shall name as Certificate Holder, the City and City's consultants.
- C. The location of the operations to which the insurance applies.
- D. The number of the policy and the type of insurance in force thereunder on the date borne by the certificate.
- E. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
- F. A statement that the insurance covered by the certificate applies to all of the operations on and at the lease area which are undertaken by the insured during the lease term.
- G. A statement that all coverage is on an occurrence basis rather than a claims basis.
- H. A provision that the policy or policies may not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by the City.
- I. A statement that a cross-liability or severability of interests clause is included, unless a separate policy covering the City is provided.
- J. The name, address and telephone number of the insurance company's agent of process in Utah
- K. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverages.

7. COMPENSATION INSURANCE: The Successful Proposer shall take out and maintain Workers Compensation Insurance as required by the labor Code for all its employees at the site of the Work during the life the Contract as follows:

- A. The Insurance certificates shall provide a waiver of subrogation by the carrier to the **Certificate Holder**.
- B. The Tenant shall require each Contractor and Subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered otherwise by the Contractor and subcontractors.

AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
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- C. In the event that any class of employees engaged in hazardous work related to the Tenant Development is not protected by the Workers compensation Statute, the Tenant shall provide, and shall cause its Contractors and Subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

8. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Tenant shall procure, and maintain during the term of the lease, such general liability and property damage insurance necessary to protect itself, the City, the Certificate Holder, and Subcontractors performing work related to the Tenant development, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this Lease, whether such operations are the Contractor's or the Subcontractor's.

The Certificate Holder shall be named as additional primary insured without offset against their existing insurance and the Insurance Endorsement shall evidence such provisions.

The minimum general liability and property damage liability shall be as follows:

- A. Comprehensive general liability insurance for injuries, including accidental death to any one person in any one occurrence in an amount not less than \$583,900 dollars.
- B. Comprehensive general liability insurance for injuries, including accidental death to two or more persons in any one occurrence in an amount not less than \$2,000,000 dollars.
- C. Broad form property damage insurance in an amount not less than \$250,000 dollars.

9. GENERAL LIABILITY INSURANCE COVERAGE: The General Liability Insurance policy shall include each of the following coverages:

- A. Comprehensive form.
- B. Premises - operations.
- C. Explosion and collapse hazard.
- D. Underground hazard.
- E. Product/completed operations hazard.
- F. Contractual insurance.
- G. Broad form property damage, including completed operations.
- H. Independent contractors.
- I. Personal injury.
- J. Fire and extended coverage with endorsement for vandalism and malicious mischief in an amount of at least 50 percent of the Contract Price

AUTOMOTIVE FUEL SERVICE & CAR WASH DEVELOPMENT
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10. MOTOR VEHICLE, PUBLIC LIABILITY AND PROPERTY DAMAGE

INSURANCE: The Tenant shall carry and maintain a motor vehicle public liability and property damage insurance coverage on each vehicle used in its operation, in an amount not less than \$1,000,000 dollars for one person and \$5,000,000 dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of the Tenant, in the sum of \$1,000,000 dollars.

Such motor vehicle liability insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

The Certificate Holder shall be named as additional primary insured without offset against their existing insurance.



Building Development Standards

Richard Crosman
Airport Manager

Adopted by City Council
November 06, 2008

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St. George Municipal Airport Building Development Standards

Section 1 Purpose

Building Development Standards promote consistent architectural design, site planning and visual appearance of buildings constructed at the St. George Municipal Airport (SGU). Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development.

The following standards apply to all hangars, tenant buildings and facilities and are considered minimums unless otherwise specified. These standards apply to commercial and privately constructed buildings as well as those constructed by the City of St. George. The standards do not preclude the construction of multiple unit hangars that will accommodate several aircraft owned by one or more individuals.

Section 1.1 Goals

The following goals form the basis for these design standards:

- **ECONOMIC** - Protection of property values and enhancement of investment.
- **ENVIRONMENTAL** – Conservation of existing natural features and minimum adverse impact on the ecosystems.
- **FUNCTION** – Encouragement of imaginative and innovative planning of facilities and sites and flexibility to respond to changes in market demand.
- **VISUAL** – Variety, interest and a high standard of architectural and landscape design.
- **SOCIAL** – Amenable working environment, which is an integral part of the community.
- **SAFETY** – Provide and secure storage of aircraft.

Section 2 General Provisions

Buildings may not be constructed on airport property unless approved by the Airport Manager for conformance in each of the following areas:

- a) Current Airport Layout Plan. (ALP)

- b) All applicable building restriction lines and height restrictions.
- c) Interference with any Airport or Federal Aviation Administration radio or guidance equipment due to location or type of structural material.
- d) Minimum structural standards as appended.
- e) Access to the proposed building in regards to safety and security, including any required easements, roads or taxiways.
- f) An approved Aviation Ground Lease with the City of St. George or an approved sublease with an existing authorized tenant of the Airport. Such lease to include all areas deemed necessary to the normal use of the building. Minimum separation beyond the outermost perimeters of the structure shall be in accordance with the ALP. This provision may be waived, in whole or in part, by the Airport Manager to facilitate Airport Operations or access. Requests for waiver must be in writing, shall state the reason for the waiver and shall state in detail the mitigating measures to be taken with respect to potential adverse impacts that may arise from granting the requested waiver.

Section 3 Development Standards

Development standards are implemented for use in the design of hangars built at the St. George Municipal Airport. They do not replace local building and fire codes, implemented by local city, county, state, and federal entities. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications.

All Building Standards shall meet the City's Standards and Specifications for Design and Construction.

Section 3.1 Site Plan Review / Permits

a) Pre-Design:

Prior to the hangar site planning and design, the tenant representative will meet with the St. George Airport Manager to discuss the following pre-design requirements.

1. Lease agreement terms and conditions.
2. Site location for the proposed hangar or building.
3. Building Development Standards.
4. Construction document requirements, including submittals and reviews.

5. FAA Notice of Proposed Construction requirements (Form 7460-1)

b) Application:

These standards shall apply to all properties in the ALP and are in addition to any other jurisdictional requirements including but not limited to Zoning Ordinances and Building Codes of the City of St. George.

1. Copies of all structural plans, site plans, and material specifications developed by a certified architect and/or engineer shall be provided to the City of St. George Building Department and Airport Administration Office for review and upon approval shall become the property of the City of St. George.
2. Before any construction begins, a pre-construction meeting must take place on the site with the Airport Manager or his/her designee. One Port a Potty and one garbage container w/ lids must be in place before the start of construction.
3. The City Building Department, Airport Manager or his/her designee, shall make frequent inspections during the construction of any approved project. No changes to, or variations from approved plans and specifications shall be permitted unless approved in writing by the City.
4. Construction of any approved structure or material component thereof, may not commence until the following documents or proofs thereof are provided to the City.
 - (i) Proof of property insurance, including the interest of the Lessee, the Contractor and Sub-Contractors, shall be submitted to the City before construction activity commences. Insurance shall cover the perils of fire and "all risks" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.
 - (ii) All contractors, sub-contractors must have proper business licenses before work begins.
5. In the event of any failure on the part of any Lessee to comply with Airport requirements or any failure to complete a construction project according to the approved plans and specifications, or within a reasonable time as determined by the City Building codes, shall be cause for the Airport Manager to revoke any ground lease with the Lessee of the project and

require that the structure be removed from the airport property. In addition to the foregoing remedies, the Manager shall retain all other remedies provided by the lease term or provided by law.

c) Construction Documents:

The tenant or designated representative shall prepare and submit construction documents to the St George Airport Manager and the St. George City Building Department containing but not limited to details on the following:

Site Layout
Civil Engineering
Architectural Design
Structural Engineering
Mechanical Engineering
Electrical Engineering
Landscape Design
Specifications

d) Submittals:

The tenant or designated representative shall submit one set of completed construction documents for design review. A 50% submittal may be required at the discretion of the Airport Manager.

e) Final site plan and As-built submittals:

The tenant shall submit a final set of approved construction documents to the Airport Manager before the start of construction. A set of as-built drawings shall be submitted to the Airport Manager after construction is completed.

f) FAA Review:

The tenant is responsible for submitting a Notice of Proposed Construction, Form 7460-1, to the FAA for review and approval. St. George Airport representatives will offer assistance to the tenant if requested. The tenant shall submit this form once the Airport Manager has approved the hangar site location as discussed during the Pre-Design Phase. Form 7460-1 reviews take a **minimum of 90 days** to process and approve. No construction will be allowed to begin until an approved FAA 7460-1 form is on file with the Airport Administration office. If construction begins before the FAA 7460-1 form has been approved, this would be a violation of the tenants lease.

g) Permits:

The tenant is responsible for obtaining all applicable building permits. All permits shall be obtained before the start of construction. Permits may take a minimum of 60 days to process and approve. The approved building permit along with the dwelling physical address must be posted at the site at all times during the construction phase.

h) Hazardous Materials:

The applicant shall submit a hazardous materials handling program, as necessary, indicating full disclosure of any hazardous materials on site. Standard storage, use and disposal procedures, emergency procedures and schedule of regular inspections and approvals necessary to comply with Airport Standards, County, State and Federal regulations, otherwise Hazardous Materials shall not be permitted in any Lease area.

Section 3.2 Setbacks

Setbacks from object free areas and lease lines are required to enhance the safety of aircraft operations on taxiways and taxilanes and to allow access for emergency access and egress. All setbacks shall conform to both local city zoning ordinances and the Airport hangar development standards setbacks. If a conflict exists between the local city ordinances and SGU hangar development standards setbacks, the most restrictive setback applies. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxilanes. The following Airport hangar development setbacks apply:

- a) Hangars erected at SGU in any landside areas, shall have a side yard setback of no less than 2 ½ feet from an adjoining lease line.
- b) Hangars will be located outside the established taxiway / taxilane object free area.
- c) Hangars shall have a minimum setback of 25' from any public street or roadway.
- d) Hangars facing a major access taxiway shall have a setback of no less than that of the longest dimension of the largest aircraft to be stored in the hangar from the object free area.
- e) Setback areas shall be open to the sky with a maximum of 12 inch's of incidental eave projections permitted.
- f) Setbacks may serve as exit discharge components according to the current IBC.

- g) Hangars that are back to back must have a minimum setback of 7.5 feet from an adjoining lease line, leaving a minimum of 15 feet between the rear of two hangars. All setbacks shall be measured at right angles from the lease line.
- h) Each owner must have concrete or asphalt pavement around each side and rear of a hangar, to a minimum of 2 ½ feet, outward from each side exterior wall.

Section 3.3 Height Restrictions

The highest point of the proposed hangar, including roof equipment, shall be no higher than the building height restrictions as shown on the Airport Layout Plan and defined in FAA Part 77 surfaces. FAA 7460-1 form must be approved by the FAA and on file with the Airport Administration Office before a building permit is issued.

Section 3.4 Hangar Size

All hangars shall meet the minimum square footage established for the airport at which the hangar is proposed. The minimum hangar size established in these standards may be reduced, upon approval by the Airport Manager, where the proposed lot does not have adequate width or depth to satisfy the appropriate standard.

- a) The lease area of each hangar constructed at SGU shall have a minimum of 1,400 square feet.

Section 3.5 Architecture

Hangars erected at SGU shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the Airport Manager to determine compatibility with the Airport Master Plan and Airport Layout Plan. All construction must be accomplished in a workmanlike manner. A building permit approval process must be completed for each building or structure.

- a) Construction Materials:

The façade of all hangars will be constructed of masonry, concrete, or powder coated metal or a combination of these materials. Materials may be Concrete Masonry Units (CMU), brick or concrete as approved by the Airport Manager. If concrete, the façade may be cast in place, precast, or tilt up panels. Pre-fabricated or pre-engineered hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials.

b) Structural Requirements:

All hangars shall be engineered to meet local building requirements for seismic, wind and snow loading. The International Building Code or the Building Code currently adopted by the City of St. George shall apply as to allowable materials and structural strength for the structure class or type as determined by use, seismic zone, wind and snow loads. The fire ratings of structures used for the storage of aircraft, shall comply with the International Fire Code (IFC), NFPA standards, any Federal, State, or Municipal Fire Codes, and are subject to approval by the City of St. George.

c) Fire Protection:

The construction and protection of aircraft hangers from fire shall comply with the International Fire Code (IFC), National Fire Protection Association (NFPA), or City Standards which are subject to approval by the City of St. George.

Fire Protection and Site Standards

- i. Hangers shall be constructed within the area designated in the current airport layout plan.
- ii. Hangers constructed within each designated area shall constitute a planned building group. The planned building group will operate as a single building using the provisions of unlimited area buildings in the International Building Code (IBC). Exterior wall protection for assumed property line proximity is not required.
- iii. Hangers within a planned building group shall maintain a similar occupancy type. Hazardous occupancies within the hanger group are not permitted.
- iv. Property lines within a planned building group are prohibited. Hangers shall be constructed on pads established by lease lines.
- v. Each planned building group shall be completely surrounded by open yards or public ways not less than 60 feet in width.
- vi. Each hanger within a planned building group shall be provided with a complete fire suppression system in accordance with NFPA 13 standards with notification alarms. The suppression and alarm systems shall be approved by the Fire Chief.
- vii. Fire suppression systems shall be operational at all times and maintain current certification status.

viii. Each building shall be clearly identified by unit number posted on front of the building.

d) Framing:

All framing shall be of metal. All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the Airport Manager.

e) Exterior:

All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials, or excessive glass walls will be permitted. No used or damaged materials will be allowed.

It shall be the goal of the City of St. George to conform unity throughout the Airport.

- i. All exterior materials and colors must be submitted to the Airport Manager for approval before construction begins. A standard color will be identified and registered with the Airport Manager. The front, rear, and all sides of all buildings shall be of similar design and aesthetics. All colors of metals must be powder coated or baked enamel from the factory.
- ii. All roofs shall be metal and match the exterior type.
- iii. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.
- iv. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.
- v. A minimum of one (1) electrical light shall be required on the front of each hangar for night illumination. Each light shall have a light source that is hidden from direct view to keep the glare from impairing pilots who may be taxiing or taking off. Each light shall be controlled by a photocell.

f) Floor Construction:

All floors must be constructed of concrete having a minimum of four (4) inches thick and shall include steel reinforcement of a type approved by a licensed Engineer.

g) Doors:

Bi-fold doors are recommended because of their ease of operation. Approved swing out, overhead or sliding doors may also be used. All pedestrian doors must be of pre-finished metal construction in metal jambs. No wood doors or jambs will be permitted on exterior access areas. The minimum width of any pedestrian door shall be no less than thirty six (36) inches and must have a one hour fire rating.

h) Antennas / Satellite Dishes:

All antennas, satellite dishes and similar equipment shall be indicated on plan submittals. If any such equipment is desired to be installed after initial approval of Lessee's facility, Lessee shall receive the Airport Managers approval prior to installation. No equipment shall be allowed that will interfere with existing or future airport operations.

Section 3.6 Hangar Apron

The tenant shall provide the apron from the aircraft door of the hangar to the existing taxilane or taxiway edge. The apron pavement strength and materials shall be designed to the current FAA standards. All aprons are to be Concrete.

Section 3.7 Storm Water Systems

All piping shall conform with the City of St. George Standards Specifications for Design and Construction, whether relocating/extending existing lines or installing new lines. No storm drainage system will be allowed under any buildings. All drainage shall flow away from any hangar and flow to an approved storm drain system.

Section 3.8 Signs

Signs are permitted and must comply with the Airports Signs and Display requirements as listed below. All sign designs are subject to review and approval by the Airport Manager.

1. Application

- a) This part shall govern standards for signage in the Airport Sign Zone.
- b) For purposes of this Title, "Airport Sign Zone" shall mean property located at the City of St George Airport and visible from public rights-of-ways and within the airport boundaries.
- c) Any signs which are oriented toward the landside or the airside of the airport shall be subject to regulations promulgated by the Airport Manager.

2. Basic Sign Allowance

Any business on the airport shall be allowed one flat-mounted sign in accordance with the following requirements:

- a) Flat-Mounted Sign.
 - (i) Each building may display one flat-mounted sign.
 - (ii) Such sign shall be attached to the exterior of the building and shall not exceed 100 sq. feet.

3. Signs shall be mounted to the facade of the building to coordinate with building architecture. Signs shall not:

- a) Protrude more than six inches from the facade of the building; or
- b) Hang from a canopy or eaves; or
- c) Project above the roof line of the building.

4. Signs, including street and/or building numbers, shall not be painted directly onto building surfaces.

5. No signs, except safety or directional signs shall be placed on hangar doors or on fences.

6. No Free-standing signs are allowed at the airport.

7. Real Estate Signs.

One temporary sign may be displayed that is related to the lease or sale of the real property on which the sign is placed and not larger than forty (40) square feet.

8. Neon lights are prohibited at the airport.

Section 3.9 Lighting

Within the non-airside property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and airfield. At least one light shall be placed on the front of a private hangar. Commercial hangars with aircraft tie down aprons, a minimum of two (2) lights is required. Lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield so that the light source, (light bulb or fixture), is not visible from the runway, taxiway or surrounding roadways.

Section 3.9.1 Landscape

All landscaped areas shall conform to the existing city landscape ordinances. Careful review will be placed on the plant material selection. Plant materials that attract birds and other wildlife are not permitted. The hangar landscape design shall be submitted to and reviewed by the local city planning division to insure that all landscaping will conform to existing landscape ordinances and FAA height restrictions.

Section 3.9.2 Sidewalks

If the proposed hangar borders landside airport property, or a public street, the tenant is responsible for the construction of a sidewalk where it is needed for tenant operations.

Section 3.9.3 Parking

There shall be two parking spaces per proposed hangar. This may be waived by the Airport Manager if sufficient parking is near by. However, commercial hangar parking is needed for employees and/or visitors, and shall be designed in accordance with local city Standards Specifications for Design and Construction and the Americans with Disability Act (ADA) standards. Pavement, curb and gutter shall be designed to meet current St. George City engineering standards and local city codes.

Section 3.9.4 Outdoor Storage

Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar.

Section 3.9.5 Utilities

The tenant shall follow City standards, procedures and policies for connections to all utilities. Utility layout procedures to be approved by the Airport Manager. All hangars will be required to install electrical service and comply with the City's permit and impact fee schedule.

Before any excavation takes place, Blue Stakes must be notified and the area surrounding the proposed digging must be marked showing all existing utility locations.

Section 3.9.6 Clean up and Reclamation

The Lessee/Contractor shall be responsible to maintain a clean construction site and to repair any damage to other sites caused by construction to as a good or better condition. A covered dumpster or other appropriate covered receptacle shall be placed on the site prior to construction and shall be used for all waste materials. If the Lessee fails to maintain these areas, the Airport reserves the right to maintain them at an additional cost to the Lessee. All areas disturbed during hangar construction, including utility trenches, must be cleaned up, backfilled and compacted per the City of St. George Building Standards.

Section 4.0 Temporary Buildings

Temporary buildings must be approved by the Airport Manager as to type, use, design and location on an individual basis for a specified term. The removal of temporary buildings will be completed by the Lessee before final occupancy is awarded. Temporary buildings such as trailers, tents or membranes are not permitted.

Section 5.0 Security

The lessee, contractors, and all persons must comply with the Transportation Security Administrations Part 1542 and 1544 regulations while working on the Airport property. Security fencing and all access points must meet the standards of the Airports Security Plan at all times.

Section 6.0 Enforcement; Appeal

The primary concern of Airport Management is the safe and efficient operations of the Airport.

A. Citations

The city may take enforcement action as set forth herein or it may initiate legal action as it may deem appropriate.

A. Appeal

Any person, who feels aggrieved by staff enforcement of this chapter, may appeal to the Public Works Department in writing, setting forth the specific grievance in detail. After evaluation of all facts on the matter, the Public Works Department shall rule on the matter. Appeal of the Public Works Department decision may be made in writing to the City Manager, who after due consideration, shall rule on the matter. Final appeal may be made to

the Mayor and City Council. The sole exception to the appeal process herein provided shall apply to criminal citations under state or city law and/or safety issues.

Section 7.0 Definitions

Airfield: Includes ramp, apron, taxilanes, taxiways, runways, and the internal areas that separate these areas.

Airside Property and Uses: Airport property and activities which require or desire access to the runway, taxiway, or apron system.

Building Setback Line: The minimum distance which all buildings and structures shall be set back from the lease line adjacent to taxiways, access roads and streets.

Development Standards: Guidelines for the development of individual sites in a manner which will enhance the working efficiency and visual amenities of the Airport.

Final Plans: Site and/or construction plans submitted to the City for site plan approval and permits.

Free-Standing Signs: Signs which are situated within landscaped areas, not attached to building walls, fences or screen walls.

Front Property Line: The property line adjacent to the taxiway or street right-of-way.

IBC: International Building Code

IFC: International Fire Code

Landside Property and Uses: Property and uses which do not adjoin the airfield.

Object Free Area: An area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes.

Parking Bay: Single or double rows of parking spaces.

Performance Standards: Guidelines which are provided in order to avoid the creation of nuisance or unsanitary conditions within Airport-owned areas.

Permanent Construction: Structure or ground facilities constructed with the intent of providing service over the length of the lease agreement, with use of materials and methods of construction which will maintain their appearance and

functionality. Trailers, mobile offices, storage sheds and other similar temporary or maintenance structures are not considered as permanent-type construction.

Preliminary Plan: Plans submitted to the City for initial approval prior to detailed planning and design. Included are a site use plan, exterior lighting plans, floor plans, elevations, landscape plans and sections, and sign plans.

Lease Line: The boundary which limits the extent of a particular parcel of land, as described in the lease or warranty deed.

Rear Lease Line: The lease line describing the rear boundary of a tenant's parcel, opposite the lease line fronting the taxiway or street opposite the main entrance..

Screening: Plant materials, berms, fences, or walls of wood, masonry or other materials of sufficient height and capability to obscure the view of a particular function or area from the street or land use on adjacent properties.

Side lease Line: The lease line at a perpendicular or oblique angle to the front lease line.

Taxilane: The portion of the aircraft parking area used for access between taxiways and aircraft parking positions.

Taxiway: A defined path established for the taxiing of aircraft from one part of an airport to another.

Tenant: Individuals and organizations which have leased property which is subject to regulation or control by the City.

UBC, IBC and IFC: Refers to the Uniform Building Codes as adopted by the State of Utah and the City.

IFC: Refers to the International Fire Codes as adopted by the City of St. George.

Variance: A written notification by the City which modifies one or more specific standard(s) of the development as they apply to a particular lot and particular tenant.

Section 8.0 Contacts

St. George Airport Manager: Rick Crosman (435) 634-5822
317 South Donlee Dr.
St. George, Utah 84770

St. George City Building Department (435) 627-4000
175 East 200 North
St. George, Utah 84770



Rules and Regulations

Richard Crosman
Airport Manager

Adopted by City Council
November 06, 2008
Resolution #_____

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Introduction

The St. George Municipal Airport (SGU) is a class III commercial and general aviation facility that serves the air transportation needs of the citizens of the City of St. George and Washington County, Utah. The airport is owned and operated by the City of St. George, and is a fully FAA certificated facility licensed under 14 CFR Part 139 of the rules and regulations issued by the Federal Aviation Administration.

The Airport is utilized for personal and commercial aeronautical business such as flight instruction, recreational flying, charter and air carrier service, air freight movement, BLM fire suppression and medical transportation. The City of St. George supports the Airport and its activities to assure the viability, safety, and effectiveness necessary to serve the air transportation needs of the flying public.

St. George Municipal Airports Mailing Address:

St. George Municipal Airport
317 South Donlee Dr.
St. George, Utah 84770
Ph: 435-634-5822
Fax: 435-634-5906
Email: airport@sgcity.org

Purpose

These Rules and Regulations, hereafter referred to as “regulations”, have been adopted by the St. George City Council and approved through *resolution* by this council. These regulations are designed to establish the structure necessary to ensure the continued viability and safety of the airport for its users and for the citizens of St. George.

These Standards are intended to be reasonable, non-arbitrary and non-discriminatory. These standards apply equally to everyone using the airport and shall be observed, abided by and obeyed.

All aeronautical activities, operations, piloting of aircraft, business and other activities at the airport shall be conducted in accordance with these rules and regulations, and other St. George City Codes, FAA, UDOT and NFPA standards as appropriate.

DEFINITIONS

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

ACCIDENT - An occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or *serious injury* or in which the aircraft receives *substantial damage*.

AERIAL APPLICATIONS - The business of making aerial applications of fire retardants, fertilizers, pesticides, seeding or other dusts or sprays.

AGL – refers to actual altitude above average elevation of terrain or “above ground level”.

AIR SALES OPERATOR - A person, firm or corporation engaged in the business of buying, selling and exchanging new or used aircraft.

AIR TAXI OPERATOR - A person, firm or corporation engaged directly in air transportation of passengers and/or property subject to the provisions of part 135 of the federal aviation regulations and holding any required certification from the state of Utah.

AIRCRAFT - Any device used or intended to be used for flight in the air, including, but not limited to, airplanes, ultralights, balloons and gliders of all types.

AIRCRAFT RADIO - Instrument, Propeller and Accessories Shop - A person, firm or corporation engaged in FAA approved aircraft, radio, and instrumentation or propeller business, including sales, service, repair, exchange and installation of new and/or used aircraft radio equipment, instruments or propellers and parts.

AIRPORT - All city owned or leased real or personal property comprising the St. George airport as now existing or as the same may hereafter be expanded and developed.

AIRPORT BUILDING STANDARDS – means the St. George Municipal Airport Minimum Building Standards as adopted and amended from time to time.

AIRPORT MANAGER - The duly appointed manager of the St. George Municipal Airport or his/her designee.

AIRPORT MINIMUM STANDARDS – means the St. George Municipal Airport Minimum Standards for Commercial Aeronautical Services, as adopted and amended from time to time.

AOA - Airport Operations Area

BASED AIRCRAFT – any aircraft habitually parked or stored on the airport, whether in a hangar or without. This also includes any aircraft or similar vehicle transported onto the airport and assembled and flown from the airport.

CITY – means the City of St. George.

CITY COUNCIL – The governing body of the municipality which owns the Airport, is final authority in all matters of policy.

COMMERCIAL ACTIVITY - The conduct of any aspect of a business or concession on the airport for revenue, whether intended to be profit producing or nonprofit.

CONTROLLED ACCESS AREA - All areas of the airport enclosed by fence or other barrier and to which vehicular access may be obtained only through card activated gates.

FAA – The Federal Aviation Administration or duly designated representative thereof.

FIXED BASE OPERATOR (FBO) - A person, firm or corporation subject to the provisions of a lease engaging in the delivery of fuel and oil products into aircraft, in addition to any number of the following services:

The sales, service, exchange, renting or leasing of new and used aircraft, and/or aircraft parts, accessories and hardware; The repair, overhaul, maintenance and modification of general aviation aircraft and/or aircraft equipment under the provisions of an FAA approved maintenance station; The conduct of FAA approved pilot flight and ground school training; and Charter flight services which may include aerial photography, advertising, map making and crop dusting services.

FLIGHT SCHOOL OPERATOR - A person, firm or corporation engaged in an FAA approved pilot flight training school, limited to dual and solo flight training in fixed and rotary wing aircraft and such related ground school instruction as is necessary to prepare a student pilot to take a written examination and flight check ride for a pilot's license or appropriate aircraft rating from the FAA.

FUEL HANDLING - The transportation, delivery, fueling and draining of fuel or fuel waste products.

FUEL STORAGE AREA - Any portion of the airport designated temporarily or permanently by the Airport Manager as areas in which AvGas or any type of fuel may be stored or loaded.

GENERAL AVIATION SPECIALTY SHOPS - Aircraft Maintenance: A person, firm or corporation engaged in the business of providing FAA approved routine, normal and preventive maintenance of general aviation aircraft.

LAW ENFORCEMENT OFFICER (LEO) – Any sworn peace officer, City Police, County Sherriff, UHP, or similar law enforcement personnel that may be on the Airport in the line of assigned duty.

MOVEMENT AREA - The runways, taxiways and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, take off and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

OPERATIONAL AREA - Any place on the airport not leased or designated to anyone for occupancy.

PARK OR PARKING - The standing of an aircraft or vehicle, whether occupied or not.

PUBLIC AREA - Those areas normally used by the general public, including structures and facilities such as roadways, sidewalks and terminal buildings that are maintained and kept at the airport for use by the general public.

SASO – A specialized aeronautical service provider performing less than full FBO services.

SELF-SERVICE – The fueling, washing, servicing, repair, touch-up painting or maintenance of an aircraft performed by the owner or operator of the aircraft by themselves, and using his or her own equipment. Self-Service can not be contracted out to another party. Maintenance, preventive maintenance, repair, alterations, is authorized under Self-Service provided the Self-Service is performed in accordance with FAR 43, FAR 65, FAR 91 and FAR 103, appropriate to the aircraft.

SIDA - Security Identification Display Area

THROUGH-the-FENCE OPERATIONS – “Through-the-fence” activities are prohibited at the St. George Municipal 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.

AIRPORT MANAGER

The City Council shall employ a qualified individual to manage, direct and coordinate the operations and maintenance of the airport in order to ensure compliance with all federal, state and city regulations. The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the airport and to oversee all airport operations consistent with these standards. The Airport Manager shall coordinate airport affairs with the Federal Aviation Administration, Utah Department of Transportation Aeronautical Division and other applicable agencies to ensure that the ongoing needs of the airport are met.

PERMISSION TO USE AIRPORT CONDITIONAL

Any permission granted by the city, directly or indirectly, expressed or by implication, to enter upon or use the airport or any part thereof, including, but not limited to, operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at the airport, persons doing business with the airport, its lessee, sub lessee and permittees, and all other persons whatsoever whether or not of the type indicated, is conditioned upon compliance with this chapter and any rules, regulations or procedures promulgated hereunder; entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with this chapter and such rules, regulations and procedures. The city reserves the right to deny any or all usage of the airport to any person or persons for cause.

APPROVAL OF AVIATION OPERATIONS

Any commercial activities or operations conducted at the airport shall require the approval of the City Council. Any person wishing to commence activities or operations at the airport shall make application for city approval through the Airport Manager. Such application shall state in writing how the applicant will comply with each requirement set forth in the *Airports Minimum Standards for Commercial Aeronautical Activities* policy and any other applicable provisions of this chapter.

RULES AND REGULATIONS

The following rules and regulations will govern the conduct of all persons at the airport, whether engaged in aeronautical activities or otherwise:

A. Compliance with State and Other Regulations

1. No person shall navigate, land aircraft upon, or conduct any aircraft operations on or from the airport other than in conformity with FAA rules and regulations.
2. No person shall drive on any street, parking lot, driveway or frontage road, whether it be inside or outside of the controlled access area, any vehicle which is required under the laws of the state to be inspected and registered unless such vehicle has been inspected and registered and has attached thereto in proper position a valid and unexpired certificate of inspection as required by the laws of the state. Properties around the airport affected by airport operations shall be subject to compliance with all FAA, UDOT and City standards.
3. All vehicles operated on airport property within the controlled access area shall be maintained in a safe operating condition in accordance with the Utah Department of Transportation (UDOT) codes and standards. All fuel trucks operating on the airport must meet UDOT standards and adhere to the Uniform Fire Code (UFC), National Fire Protection Agency (NFPA) or any City Fire regulations.

B. Vehicle Operations

1. Only official vehicles with the proper identification with the addition of a licensed driver with a current airport ID badge, may be driven into the Airport Operation Areas (AOA) or movement areas. Non official vehicles will not be allowed within the AOA areas but may be driven to hangars or to an aircraft for passenger/baggage loading within the controlled access areas when authorized by the Airport Manager or his/her designee. All vehicles within the controlled access area shall at all times be driven cautiously at a safe and reasonable speed not to exceed twenty (20) miles per hour.
2. Upon completion of the passenger/baggage transfer, vehicles driven to an aircraft for that purpose shall be driven to a designated parking area. Tenants or owners of aircraft hangars may park their vehicle in their own hangar when the aircraft is being flown. Service or delivery vehicles may park next to a tenant's hangar long enough for a delivery to be unloaded. Delivery vehicles may be subject to search in regards to the

Transportation Security Regulations (TSR) Part 1542 and 1544 rules and regulations.

3. Vehicle operators shall observe all applicable rules and regulations of the airport, including all directional signs and pavement markings and shall comply with the lawful orders, signals or directives of the Airport Manager or his/her authorized representative. Blocking of any AOA or access area by motor vehicles or aircraft is prohibited. Violators shall be subject to tow at the owner's expense.
4. Any goods, baggage, mail or supplies shall be secured while in transit within the controlled access area of the airport.
5. Only authorized vehicles or equipment shall be operated within the AOA areas. They shall be lighted with a rotating beacon and equipped with a two way aircraft radio at all times while operating in the above areas. Crossing of runways is ***prohibited*** by those other than Airport Operation Employees.
6. All vehicles shall yield the right of way to pedestrians, aircraft and emergency vehicles in motion.

C. Security (SIDA and non SIDA areas)

Access to Controlled Areas

The airside of the Airport is secured with card activated automatic gates to control vehicle access onto the airport. Each individual desiring a need for airport access must have a valid need to enter, must complete an application, and must watch a 10 minute security video and understand the locations of all AOA areas on the Airport. Airport operation employees are authorized to issue access gate cards under the guidelines set forth herein:

This section does not apply to transient general aviation pilots and their passengers who are listed on their aircraft manifest.

1. Up to two (2) cards annually may be issued to each of the following who hold a current lease with the City or who have an aircraft based in a hangar at the airport. A \$20.00 fee will be charged for each card to help cover the costs of the security program under TSA Part 1542 and 1544.
 - a. Pilots;
 - b. Aircraft owners;
 - c. FBO owners;
 - d. Renters (businesses, hangar users, etc.);

e. Airport property leaseholders;

One additional card may be issued annually for justifiable reasons such as lost or stolen cards at a cost of \$20.00. In general, access cards may be issued to individuals who have a need for vehicular access on a regular basis or to perform essential airport services.

2. Access gate cards shall be used solely for the holder's personal access to the airport and are nontransferable and un-assignable. Access cards that have been given or loaned to another individual other than that of the applicant, such card will be subject to cancellation. In the event access cards for employees or agents of the holder are needed, separate applications shall be submitted for each such card. An employer shall accept full responsibility for any access cards issued to its employees or agents and must agree to obtain the return of such cards to the city upon termination of the employment or agency relationship.
3. Card holders have the responsibility to see that only authorized personnel enter any gate he/she uses and must remain with any gate until it is completely closed and secured. Unauthorized vehicles may not tailgate those with access cards through an opened gate. Any person entering security gates without an access card shall be in violation of these rules and regulations.
4. No ramp access card shall be issued to an applicant who operates a vehicle of any type without a policy of automobile liability insurance in force with a combined aggregate limit of no less than three hundred thousand dollars (\$300,000.00). Such policy of insurance shall be provided to the Airport Administration for its review upon request.
5. The Airport Operations Area (AOA) consists of all areas within the perimeter fence of the airport. This area is better known as the airside areas. No unauthorized vehicle is allowed within the AOA. Driver training and an Airport Familiarization course is provided to all FBO employees and for those with a need to gain access into the AOA before access is allowed. Upon completion of training, an airport identification badge is issued to the individual and must be worn at all times while operating within the AOA.
6. The Secured Area, or Security Identification Display Area (SIDA), at SGU is where commercial aircraft operators have a security program under TSR 1544 or 1546 to enplane and deplane passengers, sort and load baggage, and includes any adjacent areas that are not separated by adequate security systems, measures or procedures. Boundaries of the SIDA are established by fences, buildings, controlled access points, pavement markings and warning signs. The boundaries and pertinent features of the Secure Areas or SIDA at SGU include the air carrier ramp adjacent to the

passenger terminal building. The area is surrounded by taxiways, the passenger terminal and a seven foot high chain-link fence located at the side of the terminal building. Pavement markings such as red demarcation lines on the perimeter sides of the secure area establish the SIDA area. This area is only accessible to those individuals who have a need to be in the SIDA area. Air carriers, Airport Operation employees, and individuals with SIDA access must pass an FBI background check, attend the SGU airport SIDA class, and must display an issued SIDA identification badge at all times while in the secured area.

Lost or stolen ID badges must be brought to the Airport Security Coordinator or designee's attention immediately. A \$20.00 fee will apply for each re-issuance of an ID badge and recurrent SIDA training must be achieved. In category I, II, or III airports, unlawful entry into the SGU SIDA area could result in a security breach and appropriate fines or other citations as determined by TSA and/or the FAA can be imposed on the individual involved.

7. No vehicle, boat, or any other piece of equipment will be allowed to park with-in 10 feet of any perimeter fence line whether on the airside or landside of the airport. Such vehicle will be cause for removal at the owner's expense.
8. All firearms or weapons are prohibited on the Airport property, including the Airports terminal areas, as dictated by the statues by the State of Utah and the appropriate Federal agencies.
9. Law Enforcement Officers (LEO'S) if needed, from the City of St. George Police Department will respond to uphold these regulations.

D. Aircraft Operation:

1. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these Rules and Regulations, and all pertinent rules and regulations of the Federal Aviation Administration (FAA), UDOT/Aero and any other appropriate governmental agencies. Every person operating an aircraft is responsible for the safety of his/her operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
2. Hand propping, when necessary, may only be performed by a certified pilot with sufficient chocking or tie downs in place to stabilize the aircraft. Such activity is at the pilots own risk. A licensed qualified pilot or aircraft

mechanic/repairman must be in the cockpit and at the controls of the aircraft whenever an aircraft engine is operating.

3. The St. George Municipal Airport is a non-towered airport. Even though radio communications are not required, it is highly recommended that pilots have radio equipment permitting two-way communication to monitor the airport common traffic advisory frequency (CTAF) while in the vicinity of the airport.
4. All aircraft shall comply with the FAA Federal Aviation Regulations (FAR) and follow the appropriate taxiway and runway guidance markings and lighting when operating on the airport.
5. Any aircraft weighing more than the load bearing capacity is prohibited on the runway, taxiways or apron, unless approved by the Airport Manager.
6. Under no circumstances shall any person approach any aircraft, other than a pilot or licensed aircraft mechanic, whether it is fixed wing or rotorcraft, until all blades or propellers have come to a complete stop. The only exception will be emergency hot fueling as described in section G.1.e. of this section.
7. Rotorcraft in training are not permitted to perform autorotations to a running or skidding landing on any taxiway surface.
8. Lighter than air or hot air balloons are not permitted to land or takeoff from the airport without prior approval from the Airport Manager.

E. Aircraft Parking

1. All aircraft will be parked in areas designated by the Airport Manager. Each aircraft owner or operator occupying a hangar or tie down is responsible for adequately securing his/her own aircraft.
2. Helicopter operations shall be limited to designated helicopter parking areas unless approved otherwise by the Airport Manager.
3. Major repairs to aircraft or engines in a private hangar *shall not* be made unless it's in accordance with FAA FAR 43, FAR 65, FAR 91 and FAR 103.
4. Minor general maintenance or repairs to personal aircraft such as oil changes is permitted as applicable in FAA Part 43, appendix A(C)

5. No derelict, non flyable or un-airworthy aircraft will be permitted to tie down in any movement or non-movement area of the airport over a period of 30 days without the permission of the Airport Manager.
6. The city assumes no responsibility for damages by a third party or theft to aircraft or vehicles operated or parked at the airport. Transient and long term aircraft parking fees are set from time to time by the Airport Manager and the City Council.

F. Vehicle Parking

1. Landside parking in designated public parking areas is open to all members of the public using the airport. Public parking may have a posted time limit and fee structure that will be enforced. Parking areas are limited to one (1), five (5) and fifteen (15) day parking. Requests to park a vehicle on the airport in excess of fifteen (15) days must be made in writing to the Airport Manager or his/her designee. Fees set from time to time by the City Council shall be charged for term parking. Parking is not authorized within the aircraft movement and tie down areas. Any vehicle parked in violation of these rules will be cited, impounded or towed to an appropriate area, at the owner's expense. Parking of motor homes, trailers, boats, etc., is prohibited in any parking area without prior permission from the Airport Manager.
2. No common carrier, vehicle for hire, taxicab, rental car, or limousine shall load or unload passengers at the airport at any place not officially designated for such purposes. Standing of vehicles in zones not designated for parking is prohibited.
3. Vehicles not associated with any airport business or function which park at the airport will be towed at the owner's expense.
4. Non-aeronautical vehicles such as boats, trailers, mobile homes, cars, etc. will not be stored in aircraft hangars. Box or open sided trailers used to transport recreational aircraft are permitted with the approval from the Airport Manager. Camping trailers, toy haulers, or any other non-aeronautical use trailers/vehicles will not be approved.

G. Safety Prohibitions

1. All persons using the airport or the facilities of the airport in any way must exercise the utmost care to guard against fire and injuries to persons and property. The following are not authorized on the St. George Municipal Airport:

- a. Smoking within fifty feet (50') of any aircraft, fuel truck or fuel storage tank of any kind.
- b. Refueling or defueling of any aircraft is prohibited in any hangar.
- c. Refueling during an electrical storm is prohibited.
- d. While fueling aircraft, electronic devices such as cell phones, two way radio's, pagers, etc., shall not be worn or used until all fueling operations have been completed.
- e. Hot fueling aircraft while the propellers or blades are in motion is not permitted without the authorization from the Airport Manager or his/her designee.
- f. Fueling shall be done in strict accordance with NFPA 407 requirements, City of St. George fire codes, and/or other applicable fire or hazardous materials regulations.
- g. Aircraft fueling from drums, small containers or similar items is not permitted on the airport without prior approval of a "Self Fueling" application, appropriate insurance coverage, and indemnification of the City of St. George.
- h. Fuel services shall be administered only by an authorized Fixed Based Operator (FBO) that adheres to the Airport Minimum Commercial Aeronautical Standards and FAA PART 139 regulations. All fuel for aircraft must be purchased from a fuel source on the airport unless approved by the Airport Manager.
- i. "Flagging" and/or "Hawking" is prohibited at the Airport. For the purposes of these regulations, this is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs, such signage to be approved by the Airport Manager.)

2. The following is prohibited in aircraft storage hangars:

- a. Starting or taxiing an aircraft
- b. Refueling of any aircraft
- c. Major alterations are limited to self-service maintenance procedures as outlined in FAA FAR 43, FAR 65, FAR 91 and FAR 103. Fire codes such as International Fire Codes (IFC), National Fire Protection Association (NFPA), or local City Fire regulations shall apply.
- d. Painting is prohibited. Self-service touch-up painting may be authorized with prior approval from the Airport Manager.
- e. Welding is prohibited.
- f. Open flame tools are prohibited.

- g. Storage of any Hazardous Materials other than oily waste rags is prohibited. Suitable small metal receptacles with self closing covers shall be provided by Tenants for the storage of such items.
- h. Open storage of flammable materials is prohibited. One (1) suitable fire safe container, no larger than four (4) feet in width, and eight (8) feet in height, and complies with OSHA, UL, or NFPA Standards, may be used to store limited amounts of flammable materials such as small spray paint cans, that may be needed to support self-service maintenance requirements.
- i. Storage of non-aeronautic equipment or materials unless approved by the Airport Manager.

H. Accidents

Persons involved in an aircraft accident affecting airport operations or damaging city property shall make a full verbal report to the Airport Manager or his/her designee within one hour after the accident. The report must include names and addresses, time, place, cause, injuries and other information requested by the Airport Manager. When a written report of an accident is required by the FAA, a copy of such report shall be submitted to the Airport Manager. At accident scenes, aircraft owners, the pilots or agents will promptly remove disabled aircraft, parts and accident debris unless directed by the Airport Manager or FAA to delay such action pending an accident investigation. Damage sustained to the airport facility, grounds or buildings will be assessed as a claim against the responsible party.

I. Nuisances

1. Dismantled aircraft, aircraft parts, dismantled or inoperative aircraft or any other unsafe, un-kept, unsightly miscellaneous item or items in disrepair shall not be left over a period of 30 days in open view. This includes all movement areas as well as non movement areas. If the Airport Manager determines that a violation has occurred, he shall so advise the owner. If not corrected within thirty (30) days, he may remove such items and bill the owner or operator for associated costs. Conditions involving safety issues shall be corrected within twenty four (24) hours.
2. Any person, including the operators of an aircraft, causing overflowing of fuel and / or spilling of excess oil or grease on any apron will call Airport Operations immediately. The involved person shall be responsible for cleaning such areas and repair any damage thereto.
3. At no time shall engines be "run up" when other aircraft, hangars, shops, buildings or persons are in the path of the propulsion stream. Any person

operating any vehicle or aircraft (including fixed wing and rotor) shall be responsible for damage or cleanup caused by such operations (i.e., scattering of debris from prop blast or rotor down wash).

J. Pedestrians

For their own protection, all pedestrians and sightseers at the airport shall remain in the landside area, behind the fenced operational areas, unless arriving or departing in an aircraft. All individuals accessing the airside areas of the airport must have the appropriate authorization or be escorted by an individual with proper authorization to access the airside portion of the St. George Municipal Airport.

K. Operators to keep the Rules and Regulations Available

All commercial operators with valid leases to perform aeronautical business on the airport shall keep a current copy of these standards prominently posted in their place of business and available for viewing to all who enter the facilities. It is the responsibility of all owners of aircraft based at the airport and pilots who regularly use the airport to be familiar with the contents of this document. The operators bear the responsibility for compliance and ignorance is not an excuse for violation of any part of these standards.

L. Refuse

No person shall throw, dump or deposit any waste, refuse or garbage on the airport. All waste, refuse or garbage from airport operators or construction crews shall be placed and kept in closed garbage containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. Garbage containers and temporary restroom facilities must be in place before any construction starts.

M. Construction

Before any construction project begins on the airport, the contractor or his/her designated project supervisor will be required to attend a one hour training class on Airport Familiarization and Safety. The contractor is required to have in place one port a potty and one enclosed refuse dumpster prior to the start of construction per City Building Ordinance. The Airport Manager or his designee will attend the pre-inspection meeting to discuss the operations at the Airport. Attendance at the post inspection by the Airport designee will also be required before any final inspection is approved.

N. Special Events

Special events include but are not limited to the following:

Air shows	War bird shows
Balloon festivals	Fly-in meets
Air races	Parachute team demonstrations

These special events require written permission and approval from the Airport Manager.

O. Noise Sensitive Areas

In addition to complying with FAA regulations for minimum altitude over flights, per FAA FAR Part 91.119, over the residential sections of St. George City, pilots are expected to use good judgment and flight procedures that result in minimum noise over sensitive areas such as Zion National Park located 20 NM north east of the Airport.

SELF-SERVICES

The owner of an aircraft located on the airport is permitted to wash, in designated wash areas only, or perform minor repair to his/her own aircraft, provided there is no attempt to perform such services for others. Washing of aircraft is not allowed on any ramp area without prior approval from the Airport Manager or designee.

REVENUE PRODUCING COMMERCIAL ACTIVITIES

No person shall utilize the airport or any portion thereof for revenue producing commercial activities or solicit business or funds for any business or activity except as permitted under the terms of an existing lease or, if such activity does not require a lease, by written permission of the Airport Manager. Failure to fully comply with the Minimum Standards for Commercial Operators as adopted by the City Council from time to time shall be a basis for revocation of the right to utilize the airport for these purposes.

STORAGE AND MAINTENANCE

Aircraft storage hangars shall be used for aircraft storage only unless there is prior written approval of the Airport Manager. Storage in connection with commercial activities performed in the hangars shall be with prior written approval of the Airport Manager. No uncovered trash containers shall be maintained in any outside area, and areas to be used for trash or garbage containers shall be only those areas designated by the Airport. All hangars and other premises on the airport shall be maintained in a condition as to repair, cleanliness and general maintenance that is equal to the level of maintenance maintained by the city in comparable areas. Fuel and oil storage facilities must be approved by and in a location designated by the Airport Manager. Such storage shall comply with any regulations adopted pursuant to the Airports Commercial Standards, Rules and Regulations, as well as applicable federal,

state and local fire codes pertaining to fire safety, including, but not limited to, the City Building Code, and the Uniform Fire Code.

STRUCTURE DESIGN

In order to assure an aesthetic appearance and harmonious design of airport improvements, new construction and remodeling or repainting of existing structures shall comply with the Airport Building Standards.

COMMERCIAL STANDARDS

In addition to compliance with the regulations set forth herein, the City Council has adopted Minimum Standards for Commercial Operations at the airport to carry out the purposes of this chapter and serve the best interests of the city. Such standards shall be made available to all members of the public, both at the city recorder's office and at the airport administration office. Failure to comply with such standards shall be considered a violation of this chapter, and the Airport Manager may deny the use and privileges of the airport to any such violator, subject to the appeal rights contained in the Enforcement; Appeal section of this chapter.

ENFORCEMENT; APPEAL

The primary concern of Airport Management is the safe and efficient operations of the Airport. Please refer to the Airport Certification Manual, Appendix 6, page 3 of 13, for *Consequences of Non Compliance* as outlined by the FAA.

A. Citations

The City may issue citations for violations of this chapter, including the rules and regulations contained in this chapter, and/or promulgated pursuant to the Commercial Standards of this Chapter. The city may take enforcement action as set forth herein or it may initiate legal action as it may deem appropriate.

B. Appeal

Any person, who feels aggrieved by staff enforcement of this chapter, rules and regulations promulgated hereunder, or the Minimum Standards for Commercial Operations promulgated hereunder, may appeal to the Public Works Department in writing, setting forth the specific grievance in detail. After evaluation of all facts on the matter, the Public Works Department shall rule on the matter. Appeal of the Public Works Department decision may be made in writing to the City Manager, who after due consideration, shall rule on the matter. Final appeal may be made to the Mayor and City Council. The sole exception to the appeal process herein provided shall apply to criminal citations under state or city traffic law and emergency or safety issues.