



HURRICANE CITY

UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

Airport Board

Art Granger, Chair
Dave Houston
Norm Anderson
Laron Hall
Scott Freeman
Larry Nemecek
Mike Vercimak
Bill Stocks
Doug Heideman

HURRICANE CITY MUNICIPAL AIRPORT ADVISORY BOARD MEETING AGENDA

Tuesday, March 15, 2022

9:00 A.M.

City Hall Council Chambers - 147 N 870 W

Notice is hereby given that the General Dick Stout Field Airport Advisory Board will hold a Regular Meeting in the City Hall Council Chambers located at 147 N 870 W, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

1. Call to Order, Pledge of Allegiance, Prayer
2. Review Minutes of February 15, 2022
3. Details about what we can use the infrastructure money for?
4. Proposal to build hangar (continuation from last month) – Laron Hall
5. Proposal to build hangar (continuation from last month) – Lane Sorden
6. Proposal to build hangar (continuation from last month) – Steve Young
7. Proposed solution for airport lighting issue – Scott Freeman
8. New Business
9. Adjourn

Email sent to City Council Members and Mayor Billings on 3/3/22 by Scott Freeman

Hello,

After the town council meeting last night and listening to both sides of the airport lighting issue, I would like to propose a solution that I believe would be a win-win for everyone. I wish I could have presented it at the meeting, but really didn't formulate it until after listening to all the perspectives and input that were given in the meeting.

First, I think there are three important points when considering a solution:

- 1) To summarize why lights are important for the airport- it is a safety and utilization issue not only for the individual local pilots, but also for visiting pilots and the 11 small businesses that are located at the airport. The goal is to install the lights which includes the PAPI (precision approach path indicator) and then to install an AWOS (automated weather observation system). These two items will bring the Hurricane airport up to the same safety standards as the other 24 non-commercial flight airports in the state of Utah (see attached sheet).
- 2) To summarize the concerns of those opposed to the lights- they are concerned it will bring night helicopter training operations to Hurricane and the resulting noise. In all the meetings and interaction I have been privy to concerning this issue, the primary issue has always been the noise from repetitive helicopter training in the pattern. That activity comes from SUU helicopters. Jason Campbell has repeated over and over that he has no issue with the fixed wing operations or limited arriving or departing helicopters- only the repetitive helicopter pattern work associated with training. So, noise generated from SUU helicopter training seems to be the concern, not the lighting system itself. Remember, the lights are only activated by a pilot landing or taking off and are on a 15 minute timer and these lights are relatively dim in order to preserve the night vision of the pilot.
- 3) There is a Memorandum of Understanding (MOU) in place with SUU and they are and have been abiding by it for several months. Based on actual FAA flight data and observation by those who work at the airport, they are even flying less than it prescribes at this time. To me, that means that they are now willing to do what the city has requested to reduce their training and resulting noise at Hurricane.

Now, based on the above three points, I would like to propose a three pronged solution:

- 1) Form a SUU liaison team comprised of a City Council member and two Airport Board members. The objective of this team is to form a positive working relationship with the aviation program leadership at SUU. I think in the past it started out on the wrong foot because the first interactions SUU had concerning the matter were with an angry citizen and then an attorney. If the liaison team approaches SUU with that attitude that we want to build a positive relationship and work together to come up with solutions that

both SUU and Hurricane City can benefit from, then I think it could go a long way to solving current and future issues.

- 2) Amend the MOU to impose a night curfew on helicopter training at Hurricane. This curfew could even correlate with the time and day length changes in the Fall and Spring.
- 3) Resurrect and approve the noise ordinance we started over a year ago. This ordinance is based on existing criteria for those in place at other cities. The restrictions therein would parallel those in the MOU. This would do two things: a) provide a backup to the SUU MOU in case something changes in their willingness to accept and adhere to the revised MOU; and, b) provide protection in case another helicopter flight school would start-up in our proximity and want to use the airport for repetitive training purposes.

I believe this solution is a win-win for everyone. Those in favor of the lighting system will see the safety and operational benefits it will bring and at the same time it will provide protection for our citizens from excessive noise from repetitive helicopter training operations. Hopefully, with your support we can work together toward this solution both as the Airport Board and City Council in the next 2 months and present it as such to the concerned citizens from both viewpoints.

Thank you for your consideration of this solution.

Sincerely,

Scott Freeman

Airport Board Member
Stratus Aviation LLC Owner

DRAFT- 3-9-22 (Scott Freeman)

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH, ADOPTING
HURRICANE CITY CODE, TITLE 11, AIR TERMINAL RULES AND
REGULATIONS FOR AIRCRAFT NOISE RESTRICTIONS**

WHEREAS the City Council of Hurricane, Utah has reserved Title 11 through Ordinance 03-5-1 effective June 1, 2003,

WHEREAS the City of Hurricane is the proprietor and operator of the Hurricane Dick Stout Municipal Airport (1L8) within its corporate limits;

WHEREAS an airport proprietor may adopt reasonable rules regulating the use of the Airport, (including the power to restrict or deny the use of the airport to aircraft generating excessive noise levels;) and the City Council of Hurricane now desires to adopt reasonable rules regulating the (noise levels.)

The Hurricane City Council deems it necessary and desirable for the preservation of the health, safety and welfare of the property owners and residents of Hurricane that Title 11 be adopted as hereafter provided,

BE IT HEREBY ORDAINED that by the City Council of Hurricane, Utah:

Section 1: Title 11 of the Hurricane City Code is adopted as set forth in **Attachment A** of this Ordinance

Title 1-4-3: Administrative Hearings

Severability: This Ordinance shall be severable. If a court of competent jurisdiction finds any specific provision of this Ordinance invalid or in application, the remainder of the Ordinance shall not be affected.

BE IT FURTHER ORDAINED that this Ordinance shall become effective at the earliest possible date permitted by Utah law after publication and posting.

PASSED AND APPROVED this ____ day of ____, 20__.

Nanette Billings, Mayor

[Seal] Attest:

Cindy Beteag, City Recorder

Attachment A

HURRICANE DICK STOUT AIRPORT RULES AND REGULATIONS FOR AIRCRAFT NOISE ABATEMENT

SECTION 1: PURPOSE AND POLICY

1. The control of airport noise is inherently a matter of local concern and there is a demonstrated need for noise regulation at the Airport;
2. It is in the public interest that aircraft noise be reduced to ensure the peace and tranquility of residential neighborhoods without impairing the ability of the Airport to serve the general aviation needs of the community and the national air transportation system;
3. It is the policy of the City of Hurricane to make reasonable effort to reduce noise from aircraft operations at the Airport;
4. City authority is not exclusive to this chapter. This ordinance supplements any legal or equitable remedy available to the city and does not restrict any other remedy available including the City's right to abate nuisances or hazards under City ordinance or Utah Code; and,
5. This ordinance is adopted under the City's power as owner, operator, and proprietor of the Airport to regulate the use of the Airport, consistent with the power of the United States Government to control air traffic and aircraft safety. This Code also exercises the City's police power over ground operations, motor vehicles, and other matters not preempted by State or Federal law.

SECTION 2: DEFINITIONS

As used throughout this chapter, these terms or phrases shall have the following meanings as used in this title:

1. **WEIGHTED SOUND PRESSURE LEVEL-** The sound pressure level which has been filtered or weighted to quantitatively reduce the effect of low frequency noise. It was designed to approximate the response of the human ear to sound. A-weighted sound pressure level is measured in decibels with a standard sound level meter which contains the "A" weighting network. A-weighted decibels are abbreviated dBA. Relevant standards are defined by the American National Standards Institute Specification for Sound Level Meters.
2. **ACCESS OR OPERATING PRIVILEGES-** Any privileges, permits, or authority to land or take off from the airport, the use of tie-down facilities, or other airport services.

3. ADJUDICATED VIOLATION- A conviction of an infraction for violating this code or a final adjudication of Civil Penalty Order by acknowledging the violation, failing to appeal under established time frames, or sustained order by the City Council
4. ADMINISTRATIVE APPEALS OR HEARINGS AUTHORITY- The Hurricane City Council.
5. AIRCRAFT TRAINING OPERATIONS- Airwork operations including at least two (2) pattern circuits within 30 minutes including Touch-and-Go's, Stop-and-Go's, Practice Low Approach, Practice Autorotations to hover or touchdown, and Practice Missed Approach Operations, or any of them.
6. AUTOROTATION & RECOVERY- A power-off maneuver in a rotary wing aircraft in which the engine is disengaged from the main rotor disk and the rotor blades are driven solely by the upward flow of air through the rotor. Autorotations may be terminated in a hover by adding power in the flare or to full touch ground.
7. ENGINE RUNUP- The operation of an aircraft engine while stationary for testing (other than preflight), servicing or repairing an engine.
8. HURRICANE CITY NOISE ABATEMENT MEMORANDUM OF UNDERSTANDING- an agreement between two parties (in relation to this document one of the parties is the City of Hurricane) in which further clarification or exceptions are agreed upon and formally documented concerning this noise ordinance.
9. MULTIPLE VIOLATIONS: Multiple violations means three or more adjudicated violations of this Chapter.
10. OFFICER- There are two types of Enforcement Officers under this document:
 - A. CRIMINAL ENFORCEMENT OFFICER- Any peace officer or other public official formally charged by the Mayor to enforce these provisions pursuant to Utah Code 77-7-18 and Utah Code 67-16-13 (a). The CRIMINAL ENFORCEMENT OFFICER may issue citations for violations of this law.
 - B. CIVIL ENFORCEMENT OFFICER- Airport Manager may issue civil penalty orders on behalf of the City.
11. PRACTICE LOW APPROACH AND PRACTICE MISSED APPROACH- An action by an aircraft consisting of an approach to or over the Airport for a landing where the pilot intentionally does not contact the runway.

12. THREE-YEAR ENFORCEMENT PERIOD- The Three-year enforcement period is a look back period. The look back period begins with the most current violation and looks back three years.
13. TOUCH-AND-GO- An action by an aircraft consisting of a landing and departure on a runway without stopping or exiting the runway.
14. TRAINING OPERATIONS- flight operations in the vicinity of the airport or utilizing the airport pattern by a specific aircraft that involve repetitive activity resulting in more than 2 (two) pattern circuits within 30 minutes.
15. STOP-AND-GO- An action by an aircraft consisting of a landing followed by a complete stop on the runway and a takeoff from that point.
16. WARNING OR NOTICE OF VIOLATIONS- A written document outlining a potential violation of this Title: A warning or notice of violation is not an adjudicated violation of this Chapter and cannot be used as evidence of a prior violation in any civil penalty process.

SECTION 3: REFERENCE DOCUMENTS

The following Federal Aviation Administration (FAA) documents are referenced as follows in order to comply with Federal guidelines for a municipal noise abatement policy:

1. Federal Aviation Administration (FAA) Advisory Circular 150/5020-1 entitled "Noise Control and Compatibility Planning for Airports", which provides noise studies and noise abatement options for airports and their operations. Of specific reference to this document, is Figure 2, Matrix of Noise Control Actions.
2. Federal Aviation Administration (FAA) Advisory Circular 36-1H FAA entitled "Noise Levels for Certified and Foreign Aircraft," which lists take-off -2- and approach noise levels for all certified aircraft in the U.S. Fleet (except for experimental and antique aircraft) as measured at 21,325 feet (6,500 meters) from beginning of take-off roll for take-off noise and 6,652 feet (2,000 meters) from the landing threshold for approach noise. The phrase "FAA Advisory Circular 36-1H" shall refer to the Federal Aviation Administration Advisory Circular 36-1H, including all revisions thereof, or the version of that document currently in effect.

SECTION 4: GENERAL OPERATION REQUIREMENTS

1. Required Registration: After landing, each pilot or his or her representative must comply with all registration requirements issued by the Airport Director including completing a registration form and acknowledging receipt of a summary of Airport regulations, The Hurricane Airport Fly Neighborly Program, additional voluntary guidelines, and noise abatement recommendations.

2. Airport Closures: The Airport Director may close the Airport because of conditions of the landing area, necessary maintenance, the presentation of special events, and similar causes.

SECTION 5: AIRCRAFT NOISE RESTRICTIONS

The following restrictions are imposed to abate noise at the airport.

1. HOURS OF OPERATION:

The Airport shall be open for public use at all reasonable hours of the day and night, subject to the following:

- A. No aircraft shall be started, run-up, or depart the Airport between the hours of 10:00 p.m. and 7:00 a.m. local time other than to make an immediate departure from the airport area. If departing to the north using runway 1, a left crosswind turn will be m .
- B. Aircraft landing between the hours of 10:00 pm and 7:00 am local time shall be limited to one (1) full stop approach and landing sequence.
- C. Repetitive pattern work, touch and go's, stop and go's, low approaches, or practice autorotations are prohibited between the hours of 10:00 pm and 7:00 am.
- C. Exceptions in case of bona fide flight, medical or public safety emergency, shall be approved by the Airport Director or, in his or her absence, the Senior Police Officer on Duty.

2. AIRCRAFT TRAINING OPERATIONS

- A. Unless otherwise approved by the Airport Manager or a Memorandum of Understanding agreement between the City of Hurricane and the applicable entity, Aircraft Training Operations are prohibited if the aircraft exceeds 80 (eighty) decibel levels per noise measurement levels determined and defined in FAA Circular AC 36-1H. This restriction shall not apply in emergencies, where necessitated by safety considerations, or when required by the Federal Aviation Administration.
- B. Simulated forced landings and/or autorotations shall not be permitted until the aircraft reaches the typical pattern altitude of 1000' AGL.

3. EXCEPTIONS

The following categories of aircraft shall be exempt from airport restriction:

- A. Aircraft operated by or under contact of the United States of America, any State, county, city, subdivision or special district of a state including military, firefighting, search & rescue, disaster relief, and medical evacuation flights;
- B. Aircraft used for emergency purposes during an emergency officially proclaimed by competent authority pursuant to the laws of the United States, the State of Utah, Washington County, or the City of Hurricane;
- C. Civil Air Patrol aircraft when engaged in actual search and rescue missions;
- D. Aircraft which have declared an inflight emergency;
- E. Aircraft operating as air ambulance for medical purposes.
- F. Aircraft engaged in take-offs or landings while conducting tests under the direction of the Airport Director.

SECTION 6: ENFORCEMENT & PENALTIES

1. Airport Manager Authority. The Airport Manager shall have the right, power, and authority to enforce this Code and other laws, regulations, and orders relating to the use of the Airport. These powers include these specific powers and duties:
 - A. General Authority. The Airport Manager is invested with all rights, power and authority of the City to issue orders and enforce orders, laws and regulations pertaining to the use of the Airport.
 - B. Delay of Aircraft Operations. The Airport Manager may delay or restrict any aircraft operation subject to any limitations imposed by State or Federal law and under the following standards:
 - C. Discretion may only be exercised where there is reason to believe that a person or aircraft will violate or has violated the proprietary rights of the City, that violating this Code is imminent, or that its exercise is necessary to protect the public health, safety, or welfare.
 - D. The Airport Manager may issue an order impounding any aircraft until charges for storage, supplies, or service rendered to it by the City shall have been paid.
 - E. Nothing in this Section shall authorize the Airport Manager to deny access to the Airport to employees of the Federal Government or to other persons if an emergency occurs.
 - F. Suspension of Flights. The Airport Manager, by appropriate notice, may restrict or suspend all flights or flying when required by military need, emergency, or other special circumstances.
 - G. Regulations. The Airport Manager, with the advice of the City Attorney, may adopt rules and regulations to carry out the purposes of this Chapter. The

Airport Manager shall publish such rules and regulations. The rules and regulations shall be conspicuously posted at the Airport and on the City Website. Copies will be available for the Aviation Community at the Airport. The rules and regulations shall be final upon adoption by the City Council by resolution after the Airport Authority has forwarded a recommendation to the City Council.

2. Penalties:

- A. The Airport Manager may issue an order imposing a civil penalty which may be a fine of up to \$500.00, a suspension of airport privileges or permits for up to one year, or both upon the second conviction of any provision of the Aircraft Noise Restrictions within a three-year enforcement period.
- B. The Airport Manager may issue an order imposing a civil penalty which may be a fine of up to \$750.00, a suspension of airport privileges or permits for up to three years, or both Upon the third conviction of any provision of the Aircraft Noise Restrictions within a three-year enforcement period;
- C. The Airport Manager may also issue any order to restrict access or operating privileges at the airport to ensure compliance with airport operating conditions or ensure future compliance with the Aircraft Noise Restrictions. Violations of such orders are an infraction.
- D. The Airport Manager may exclude any person or entity from the airport until the civil penalty or late charges are paid.
- E. The Airport Manager may issue and order to deny any access or operating privilege if the individual or entity commits multiple violations of this chapter during the three-year enforcement period.
- F. No Civil order under this Chapter may exceed three years from the date of the order. If the order is appealed, the date of the order is the date of the decision issued by the City Council.
- G. If the order is appealed, enforcement of any penalties or fines is stayed until the decision is issued by the City Council.

3. Procedural Requirements:

- A. Before issuing an order for violating the Aircraft Noise Restrictions or requesting law enforcement involvement, Airport Manager shall consider all factors in each case including the willfulness, severity and nature of the violation, the existence and use of safe noise abatement operating procedures appropriate to the aircraft, and extraneous factors beyond the pilot's control such as loss of power, maneuvers to avoid other aircraft or unusual weather conditions;

- B. Any order issued by the Airport Director may be appealed to the Administrative Hearing Authority under Hurricane Code 1-4-3 or successor provisions.

4. Unpaid Fines:

- A. Hurricane City may turn over the collection of any unpaid civil fines levied by this chapter to the City Attorney for collection. Hurricane City by following the procedures and requirements of this chapter, establishes a fee to cover the administrative costs of debt collection on accounts administered by the city attorney's office.
- B. Besides the fee to cover the administrative costs of collection on accounts administered by the city attorney's office, there is also imposed:
 - 1) A late penalty fee of ten percent of the account receivable on accounts administered by the city attorney's office; and
 - 2) An interest charge two percent above the prime rate as of July 1 of each fiscal year for accounts receivable for which no court judgment has been entered; and
 - 3) the post-judgment interest rate established by Utah Code Ann. § 15-1-4 for judgments established by the courts.
 - 4) Reasonable attorney's fees.

5. Culpability for Civil Fines & Penalties

- 1. In the case of any training flight in which both an instructor pilot and a student pilot are in the aircraft which is flown in violation of any of the Aircraft Noise Restrictions, the instructor pilot shall be rebuttably presumed to have caused the violation.
- 2. For purposes of the Aircraft Noise Restrictions, if the pilot of an aircraft cannot otherwise identified, the owner of an aircraft shall be become liable for any violation and shall be identified through FAA N-number registry information. If the owner is a company, corporation, institution, or any other entity, the liable individual for issued violations will be the organizational head of the identified entity.

SECTION 7: HURRICANE FLY NEIGHBORLY PROGRAM

- 1. The objective of the Fly Neighborly program on education and voluntary cooperation of pilots concerning noise abatement procedures and situational

awareness tools that can significantly reduce aircraft noise in the vicinity of the airport and residential areas, especially concerning helicopter operations.

2. The Fly Neighborly program will be developed and refined based on Helicopter Association International's Fly Neighborly Resources. The program will be adopted by the Hurricane City Airport Board after consulting with the Airport Manager and Community Groups by the effectivity of this document. 11-6-2 Voluntary Guidelines
 - A. All Aircraft are requested to not deviate from the approved FAA approach procedures for the Airport.
 - B. All Helicopter Pilots are encouraged to complete the FAA's Fly Neighborly Training.
 - C. Departing helicopters are requested to avoid low flight altitude over any homes within 1 mile of the airport.
 - D. Based on the Robinson R44 Handbook, Helicopters should fly at 2000 feet Above Ground Level.
 - E. Aircraft should not begin descent until over the airport boundary.
3. Helicopters should avoid flying over stationary or taxiing aircraft to minimize rotor-wash.
4. Helicopters are requested to depart via the runway and reach the 1000-foot level before exiting the airport boundary.

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First, I think there are three important points when considering a solution:

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Thank you for your consideration of this solution.

Sincerely,

Scott Freeman

Airport Board Member
Stratus Aviation LLC Owner

DRAFT- 3/9/22 (Scott Freeman)

MEMORANDUM OF UNDERSTANDING

Between the
City of Hurricane, a political entity of the State of Utah
and
Southern Utah University, a political entity of the State of Utah

1. Parties

This Memorandum of Understanding ("MOU") is between the City of Hurricane, hereinafter referred to as ("Hurricane"), a state governmental entity and Southern Utah University, hereafter referred to as ("SUU"), a state governmental entity.

2. Purpose

The purpose of this MOU is to provide for limited use of the Hurricane Municipal Airport for Southern Utah University rotary wing flight operations.

3. Agreement

Now, therefore in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties. The parties enter into this MOU subject to the following terms and conditions:

4. Terms

SUU shall only conduct flight training at the Hurricane Municipal Airport ("Airport") in accordance with the following:

- a. SUU shall only have one rotary wing aircraft at a time conducting repetitive pattern work at the Airport.
- b. Each rotary wing aircraft may only spend thirty (30) minutes in the pattern per flight at the Airport.
- c. Each rotary wing aircraft may conduct up to a maximum of six (6) pattern circuits per flight at the Airport.
- d. SUU shall conduct a maximum of three (3) repetitive pattern flights per day at the Airport, between the hours of 8:00 AM and 8:00 PM
- e. The airport is closed to SUU on Sundays.
- f. SUU shall not fly rotary wing aircraft over the populated parts of the valley/city. In any event, no rotary wing aircraft shall fly lower than 1000' AGL unless in the pattern at the airport; A no fly area is depicted and attached as Exhibit A.
- h. SUU aircraft entering the Airport pattern from the East must use a tear drop entry for the downwind leg in accordance with the FAA standards.
- i. SUU aircraft entering the Airport pattern from the West shall enter using a 45 degree downwind leg entry.

- k. Upon request, SUU shall provide a report of flights for a specified time period using their GPS tracing data to Lynn Excel, Hurricane Chief of Police.
- l. Upon request, SUU shall make their flight schedule accessible to Hurricane City, so that it may notify residents when training will be occurring.
- m. SUU shall not perform any ground reference maneuvers (rectangle course, S Turns, Etc...) within 4 NM of the Airport.
- n. Any maneuver causing excessive "blade slap" is prohibited at the Airport.
- o. Nothing in this MOU shall prevent a rotary aircraft and its operators from taking appropriate actions during an emergency.

5. Notice.

- a. The Point of Contact for Hurricane is:
- b. The Point of Contact for the SUU is:

6. Indemnification

The Parties to this MOU are governmental entities as defined by the Utah Governmental Immunity Act, Utah Code §63G-7-101, *et seq.* Consistent with the terms of this Act, the Parties agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agency and for the defense of any litigation arising from those acts. To the fullest extent permitted by law, both parties will indemnify and hold harmless the other party from and against any and all liability arising from an act or negligence of the original party or its agents arising out of or resulting from the original party's performance under this Agreement. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

7. Entire Agreement

This MOU, with its attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by written instrument executed by both parties.

8. Termination

This MOU will remain in effect until terminated by either or both parties. Either party may terminate this contract with thirty (60) days' notice to the other party.

9. Severability

In the event that a condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this MOU and shall in no way affect any other covenant or condition contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

10. Counterparts

- 11. This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12. Titles and Captions

All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of the MOU and shall in no way define, limit, augment, extend, or describe the scope, content or intent of any part or parts hereof.

13. Records

Both parties are governmental entities subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to 901 ("GRAMA"). Accordingly, certain records within possession or control, including without limitation, the MOU, may be subject to public disclosure; and both parties' confidentiality obligations shall be in compliance with GRAMA.

14. Nonwaiver

A waiver by either party of any breach of this MOU shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

15. No Assignment

Neither party shall assign or transfer any interest in this MOU, nor assign any claims for money due or to become due under this Agreement, without the prior written consent of the other party.

16. Force majeure

Neither party shall be considered to be in default of this MOU if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this MOU, strikes, work slowdowns or other labor disturbances, and judicial restraint.

17. In performance of this MOU both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives effective as of March ____, 2021.

Hurricane City

Date

Southern Utah University

Date