

## **Falcon Field Airport Non-Operational Aircraft Policy**

If an aircraft that is not a Project/Kit Built Aircraft under construction is being stored anywhere on Falcon Field Airport and is non-operational in need of repair, the aircraft owner will have a reasonable amount of time to perform the work necessary to bring the aircraft into an operational condition. The aircraft owner must complete repairs within thirty (30) days after written notification from the City, unless the nature of the repairs will require more than thirty (30) days, in which case the aircraft owner must begin repairs within thirty (30) days after written notification from the City and must diligently and continuously pursue repairs thereafter to bring the aircraft into operational condition. The reasonable amount of time to complete repairs shall not exceed six (6) months from the date of written notification by the City. Upon the City's request, the aircraft owner will provide aircraft logbooks to confirm the aircraft's airworthiness.

Except in extraordinary circumstances, to be determined at the sole discretion of the Airport Director, failure to initiate, diligently pursue and/or complete repairs, as applicable, that bring the aircraft to an operational condition within a reasonable amount of time, not to exceed six (6) months from the date of written notification by the City, will result in further action by the City. If the non-operational aircraft is being stored in a City-owned hangar or City-owned tiedown, the Aircraft Hangar Storage Agreement or Aircraft Tiedown Storage Agreement for the applicable City-owned hangar or City-owned tiedown will be terminated. If the non-operational aircraft is being stored on a ground lease, either inside or outside of a hangar, the ground lease will be placed in default. If the non-operational aircraft continues to be stored on the ground lease and does not become operational after the ground lease has been placed in default, the City, at its sole discretion, may take further action up to and including termination of the ground lease.