

AIRPORT MINIMUM OPERATING STANDARDS

PRESCOTT MUNICIPAL AIRPORT
ERNEST A. LOVE FIELD
PRESCOTT, ARIZONA



EFFECTIVE DATE: Pending City Council Approval

AIRPORT ADMINISTRATION OFFICE
6546 CRYSTAL LANE
PRESCOTT, AZ 86301
928.777.1114; FAX 928.771.5861

REVISIONS

REVISION NO.

DATE

SECTION

INTRODUCTION:

The use and leasing of public airport facilities is a complex process in which consideration must be given to compliance with various federal, state, and city policies and requirements. Various federal documents provide guidance and compliance requirements for using and leasing airport facilities, including:

- ❖ FAA Federal Grants Assurances
- ❖ FAA Order 5190.6, Airport Compliance Program
- ❖ FAA Order 5100.38, Airport Improvement Program Handbook
- ❖ FAA AC 150/5190-6, Exclusive Rights at Federally Obligated Airports
- ❖ FAA AC 150/5190-7, Minimum Standards for Commercial Aeronautical Activities

The current edition of these documents, and any other related federal, state, and local documentation, should be consulted during the process of negotiating aviation agreements. Additionally, local legal counsel should review any legally binding agreement prior to execution.

Airport operators have found that the best method of ensuring fairness, consistency, and compliance in the leasing of airport facilities is through development of three key instruments, which are:

- ❖ An effective local lease policy
- ❖ Minimum Standards for Commercial Aeronautical Activities
- ❖ An effective airport lease agreement

This section presents Minimum Operating Standards for Commercial Aeronautical Activities. Minimum Standards are defined by the FAA as the “qualifications which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.” Accordingly, minimum standards should provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized aeronautical activities. In essence, minimum standards establish base line, or “minimum”, requirements and qualifications to ensure a safe and specified level of service for the community, as well as fairness and consistency in the leasing of airport facilities.

CITY OBJECTIVES

The City of Prescott owns and operates Prescott Municipal Airport (Ernest A. Love Field) for the benefit of the local community and the state and national air transportation system. The City desires to ensure that the public receives a safe and reasonable standard of aeronautical services. The City also desires to provide a fair and reasonable opportunity, without discrimination, to all qualified parties interested in leasing facilities and providing commercial aeronautical services at Prescott Municipal Airport. The City also desires to comply with State and Federal policy and regulations to the leasing of airport facilities and property including but not limited to the public advertisement of leasing opportunities and public notice of intent to lease airport facilities or land.

Accordingly, the objective of the City of Prescott in promulgating these minimum standards for commercial aeronautical activities is to:

- ❖ Provide a fair and consistent mechanism for leasing of facilities and provision of aeronautical services at Prescott Municipal Airport.
- ❖ Maintain compliance with State and Federal policy, regulations, and grant assurances.

These minimum standards contained herein should not be considered all-inclusive of the requirements that must be met to operate a commercial aeronautical activity at Prescott Municipal Airport. All commercial activities located at the airport will be subject to all applicable federal, state and local laws, codes and ordinances and other similar regulatory measures, including airport rules and regulations. Also, a written agreement with the City of Prescott is required prior to commencement of any commercial service or activity. Furthermore, the minimum standards contained herein may be revised, supplemented, and/or amended by the City from time to time in such a manner as to reflect changes at the airport and fairness and consistency to all existing and prospective future airport tenants.

FEDERAL/STATE POLICY

The City of Prescott accepts Federal and State funding for airport development projects at Prescott Municipal Airport, and consequently must comply with Federal and State regulations and policy. As set forth in the Airport and Airways Improvement Act of 1982, as amended, and the Airport Improvement Program sponsor assurances, “the sponsor of an airport that has received federal grant assistance is required to operate the airport for the use and benefit of the public, and to make it available for all types, kinds, and classes of aeronautical [commercial] activity.”

Federal Aviation Administration Advisory Circular (AC) 150/5190-7, as may be amended, provides basic information and guidance pertaining to minimum standards and state grant obligations involves several distinct requirements. Most important is that the airport and its facilities must be available for public use. The terms imposed on those who use the airport and its services must be reasonable and applied without unjust discrimination. Upon acceptance of federal grants for development of airport facilities, the City must agree to comply with numerous federal grant assurances.

TABLE OF CONTENTS

ARTICLE 1. Definitions; Application; Waiver1
 Section 1.1 Definitions..... 1
 Section 1.2 Application of minimum operating standards 4
 Section 1.3 Conflicting Minimum Standards and Lease, License, Permits or Agreements..... 5
 Section 1.4 Multiple activities by one commercial operator 5
 Section 1.5 Activities not covered by minimum operating standards. 5
 Section 1.6 Enforcement and Waiver or modifications of standards..... 5
ARTICLE 2. PERMITS7
 Section 2.1 Applications..... 7
 Section 2.2 Processing; denial..... 8
 Section 2.3 Appeal process..... 9
ARTICLE 3. GENERAL PROVISIONS.....11
 Section 3.1 General provisions. 11
ARTICLE 4. INSURANCE.....12
 Section 4.1 General insurance requirements 12
 Section 4.2 Additional insurance required by City. 12
 Section 4.3. Form; acceptance by City. 12
ARTICLE 5. GENERAL OPERATIONAL REQUIREMENTS13
 Section 5.1 Applicable regulations. 13
 Section 5.2 Taxiway access. 13
 Section 5.3 City Rights. 13
 Section 5.4 Rates and charges. 13
 Section 5.5 Personnel, subtenants and invitees; control and demeanor..... 13
 Section 5.6 Interference with utilities and systems. 13
 Section 5.7 Minimum facility requirements 13
 Section 5.8 City Code Compliance..... 14
 Section 5.9 Fire equipment. 14
 Section 5.10 Vehicle identification 14
 Section 5.11 Indemnification..... 14
ARTICLE 6. FIXED BASE OPERATORS (FBO).....15
 Section 6.1 Statement of concept. 15
 Section 6.2 Land and facility requirements..... 15
 Section 6.3 Hours of operation..... 15
 Section 6.4 Subcontracting services; restrictions..... 16
 Section 6.5 Minimum requirements of FBO services..... 16
 Section 6.6 Insurance..... 17
 Section 6.7 Monthly fees 17
ARTICLE 7. SPECIALIZED AVIATION SERVICE OPERATIONS.....18
 Section 7.1 Hangar/shade leasing services. 18
 Section 7.2 Aircraft sales or leasing services. 18
 Section 7.3 Aircraft maintenance and repair services. 18
 Section 7.4 Aircraft rental services..... 19
 Section 7.5 Flight instruction and examination services..... 19
 Section 7.6 Specialized aircraft services and sales..... 19
 Section 7.7 Aircraft charter services. 20
 Section 7.8 Specialized commercial flying services 20
 Section 7.9. Aircraft management services. 21
 Section 7.10. Mobile aircraft maintenance and repair services..... 21
 Section 7.11. Mobile aircraft washing services 22

Section 7.12. Airport rental car concession services..... 22
Section 7.13. Aircraft brokerage services..... 23
Section 7.14. For Profit Flying clubs..... 23
APPENDIX A25

ARTICLE 1. Definitions; Application; Waiver

Section 1.1 **Definitions.**

All definitions contained in the airport rules and regulations are incorporated by reference in these minimum operating standards. For the purposes of these minimum operating standards, all references to the "rules and regulations" are to the airport rules and regulations, unless otherwise specified.

The following words and phrases, whenever used in these Minimum Operating Standards shall be construed as defined in this article unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 *et seq.* (previously known as the Federal Aviation Act of 1958, hereinafter cited as the "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto unless from the context a different meaning is intended, or unless a different meaning is specifically defined or more particularly ascribed to the use of such words or phrases. Definitions that are also used by the Transportation Security Administration (TSA) will be used when the TSA definition is more stringent than the FAA Act definition.

Abandon, as applied to property left at the airport, means that it has been left on city property or the property of another without the consent of the city for forty-eight (48) hours without the owner moving or claiming it. Such property shall be impounded by the city.

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

Aeronautical activity means any activity or service which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, charter operations (under either Federal Aviation Regulation (FAR) Part 121 or 135, charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

Agreement means written permission granted by the city through any lease, license, permit, or other type agreement with the City.

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

Aircraft means any device intended to be used, or designed to, navigate or fly in the air.

Aircraft fuel means all types and grades of aviation gasoline, motor gasoline (MoGas), turbine fuels, and any other types of fuels or propellants used for the purpose of operating an engine used in an aircraft.

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

Aircraft parking and storage areas means those hangar and apron locations of the airport designated by the airport manager for the parking and storage of aircraft.

Airport means all of the city-owned or leased real or personal property comprising Prescott Airport as now exists or as may hereafter be expanded and developed. "Airport" includes all of its facilities as shown on the most current airport layout plan.

Airport Manager means the duly appointed manager of the airport or the manager's designee.

Airside means the area of the airport that is either contained within the airport perimeter fence, or which requires access through a building located on or adjacent to airport property, or which requires access through a controlled airport access point.

Based on the airport means an aircraft: (1) the owner physically locates at the airport with no present intention of definite and early removal and with the purpose to remain for an undetermined period; (2) which, whenever absent from the airport, its owner intends to return to the airport for permanent parking; and (3) its presence in the airport is something other than merely transitory in nature.

Based location means the location on the airport, which is listed as an aircraft's hangar, shade or tiedown location as registered with the airport manager.

Commercial activity means the conduct of any aspect of a business, concession or service in order to provide goods or services to any person for compensation. An activity is considered commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

Employee means a person employed by an employer for whom the employer withholds taxes, pays taxes, and provides benefits, if any. A direct employee is listed on the employers rolls as a employee. An employee is NOT a contractor, agent, representative, per diem, independent worker, or a person who works off the books.

Exclusive Right means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Fuel handling means the transportation, delivery, fueling, or draining of fuel or fuel waste products, and the fueling of aircraft except for fuel sampling.

Fuel storage area means any portion of the airport designated temporarily or permanently by the city as an area in which fuel may be stored or loaded.

General aviation means all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial operations.

Hazardous material means any chemical, substance, material, waste or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic or radioactive, or as a contaminant or pollutant, or other similar term, by, and/or which is subject to regulation under, any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.

Landside means the general public common use areas of the airport such as roadways, parking lots and buildings, which are not contained in the airside area of the airport.

Local aircraft operations means aircraft operating in the local air traffic pattern or within sight of the air traffic control tower; aircraft that are known to be departing for, or arriving from, flight in local practice areas located within a 25-mile radius of the airport traffic control tower; or aircraft making simulated instrument approaches or low passes at the airport.

Major aircraft alterations and repair means major alterations and repairs to aircraft or components or of the types defined in FAR Part 43 Appendix A.a and A.b.

Minor aircraft alterations and repair means any alterations or repairs of aircraft or parts which are not defined as Major alterations or repairs.

Movement area means the runways, taxiways and other areas of the airport, which require permission from airport traffic control tower prior to entering. The designation of movement areas shall apply at all times including hours when the airport traffic control tower is closed.

Owner of an aircraft means a person who holds legal title to an aircraft, or any person having exclusive possession of an aircraft pursuant to a written lease for a minimum term of twelve (12) months.

Permission or permit means permission granted by the city.

Person or permittee means an individual, a corporation, firm, partnership, association, organization, and any other group acting as a unit. This includes a trustee, receiver, assignee or similar representative.

Preventive aircraft maintenance means maintenance that is approved by the FAA to be performed by the owner or licensed pilot of an aircraft as listed in FAR Part 43 Appendix A.c, except that item 22, replacing prefabricated fuel lines is not considered preventive aircraft maintenance..

Public Area means those areas normally used by the general public, including structures and devices such as roadways, parking lots and terminal facilities that are maintained and kept at the airport for use by the general public.

Self-Fueling means the fueling of an aircraft by the owner or operator of the aircraft with his or her own employees and using his or her own equipment. Self fueling cannot be contracted out to another party. Self fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. The use of a self-serve fueling pump is a commercial activity and is not considered self-fueling as defined herein.

Self-Service means the servicing of an aircraft (i.e. changing the oil, washing) by the owner or operator of the aircraft with his or her own employees and using his or her own

equipment. Self-services cannot be contracted out to another party. Self-service activities that can be performed by the aircraft owner or operator with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

Taxilane means the portion of the aircraft parking areas used for access between taxiways and aircraft parking positions.

Taxiway means a defined path established for the taxiing of aircraft from one part of the airport to another.

Technical specialist means, including but not limited to, a technical representative of an aircraft manufacturer, aircraft engine manufacturer, aircraft appliance manufacturer, a non-destructive inspection specialist, a person holding an Inspection Authorization (IA), Designated Airworthiness Representative (DAR), Designated Engineering Representative (DER), Designated Pilot Examiner (DPE) issued by the FAA, Technical Counselor, or Flight Advisor certificate issued by EAA.

Temporary activity means an activity being conducted for no more than 24 consecutive hours.

Traffic pattern means the traffic flow that is prescribed for aircraft using the airport.

Vehicle means a device, except aircraft, in, upon, or by which any person or property is or may be propelled or moved.

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

Section 1.2 Application of minimum operating standards

1. All persons conducting commercial activities at the airport (hereinafter referred to as commercial operator) shall, as a condition of conducting such activities, comply with all applicable requirements concerning such activities as set forth in these minimum operating standards and any amendments thereto. These requirements set forth herein are the minimum standards which are applicable to persons conducting commercial aeronautical activities at the airport and all persons are encouraged to exceed such minimum standards in conducting their activities. Temporary activities and activities of non-profit organizations must also meet these same minimum operating standards.
2. These minimum operating standards shall be deemed to be a part of each commercial operator's lease, license, permit or agreement with or from the City, from the time these standards are adopted, unless any such provisions are waived or modified by the City pursuant to section 1.5. Any lease, license, permit or agreement with or from the City, entered into prior to adoption of these minimum standards, shall have 12 calendar months from the effective date of these minimum standards to be in compliance with these minimum standards except as specified in Section 1.2 Paragraph 3. The mere omission of any particular standard from a commercial operator's lease, license, permit or agreement with the City shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the City intended to waive or modify such standard.

3. Any lease, license, permit or agreement with or from the City, entered into prior to adoption of these minimum standards, is excluded from the facility/space requirements of these minimum operating standards until such time as any expiration, or renegotiation of any term of the lease, license, permit or agreement occurs or a material decrease, increase or expansion of activities occurs, at which time these minimum standards will be deemed to be a part of each commercial operator's lease, license, permit, or agreement with or from the City.
 - A. In the event an existing lease, license, permit or agreement expires or materially changes, and the commercial operator holds more than one lease, license, permit or agreement, these minimum standards shall apply across the board to all segments of the commercial operators business and all leases, licenses, permits, or agreements.

Section 1.3 Conflicting Minimum Standards and Lease, License, Permits or Agreements

1. Where a conflict exists between any minimum standards or limitations prescribed in the Minimum Operating Standards and an airport lease, license, permit or agreement as currently exists on the effective date of these Minimum Standards, the terms and conditions of the lease, license, permit or agreement will prevail.
2. Compliance with the minimum standards does not excuse failure to comply with any other applicable rule, regulation, policy, code, ordinance or law.

Section 1.4 Multiple activities by one commercial operator

Whenever a commercial operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, such commercial operator must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one commercial operator's activities are inconsistent with the minimum standards for another commercial operator's activities, then the minimum standards, which are most beneficial to the City, and/or which are most protective of the public's health, safety and welfare, shall apply.

Section 1.5 Activities not covered by minimum operating standards.

Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the Airport Manager on a case-by-case basis and set forth in such commercial operator's written lease, license, permit or agreement with or from the City.

Section 1.6 Enforcement and Waiver or modifications of standards.

The Airport Manager has the authority to manage the airport, including the authority to interpret, administer, and enforce airport agreements and airport owner policies and the authority to permit temporary, short-term occupancy of the airport. The ultimate authority to grant the occupancy and use of airport real estate or permits allowing for the conduct of commercial activities, and to approve, amend, or supplement all leases and permits is expressly reserved to the City of Prescott.

The Airport Manager may waive or modify any portion of these minimum operating standards for the benefit of any governmental agency performing public services, fire protection or fire-fighting operations. The City Manager may waive or modify any portion of these minimum operating standards for any person when it is determined that such waiver or

modification is in the best interest of the City and will not result in unjust discrimination among commercial operators at the airport.

ARTICLE 2. PERMITS

Section 2.1 Applications

Any person who desires to conduct any commercial activity at the airport covered by these minimum operating standards shall, prior to conducting such activity, submit an application with the appropriate fees to, and receive approval thereof, from the Airport Manager. In addition to the following requirements, the Airport Manager may require the applicant to provide additional information, which is necessary to ensure compliance with the Prescott City Code, Airport rules and regulations, applicable local, state, or federal law, and/or these minimum operating standards. The applicant shall, at minimum, submit the following documentation with the above-referenced application:

- 1. Operating Permit – are issued for those commercial activities at the airport covered by these minimum operating standards for durations longer than 15 calendar days per calendar year.***
 - A. A detailed description of the scope of the intended operation, including all services to be offered;
 - B. The amount of land, office space, and/or aircraft storage areas required for the operation;
 - C. A detailed description of any improvements or modifications to be constructed or made to airport property, including cost estimates and a construction timetable;
 - D. The proposed hours of operation;
 - E. Documentation of the applicant’s financial capabilities to construct any improvements and to conduct any proposed activities;
 - F. A detailed description and/or evidence of the applicant’s technical abilities and experience in conducting the proposed activities, including personal references;
 - G. The proposed commencement date for the applicant’s activities and the term of the lease, license, permit or agreement sought, including all option periods;
 - H. One of the following:
 1. If the applicant is a corporation, a certified copy of the articles of incorporation as filed with the Corporation Commission;
 2. If the applicant is a limited liability company, a certified copy of the articles of organization filed with the Corporation Commission;
 3. If the applicant is a limited partnership, a certified copy of the certificate of limited partnership filed with the Secretary of State; or
 4. If the applicant is a general partnership, an executed copy of the written partnership agreement, and any amendments thereto; and
 5. If the applicant is a foreign entity, proof that the entity is authorized to transact business in the State of Arizona.
 - I. An original copy of a certificate of insurance, in the amounts outlined in Article 4, naming the City as an additional insured;

- J. A copy of a lease/sublease or other agreement with the City or a bona fide airport tenant;
- K. A copy of the applicant's City of Prescott Business/Privilege Tax License, as applicable;
- L. A rates and charges schedule of all services to be conducted at Prescott Municipal Airport;
and
- M. Copies of applicable Federal Aviation Administration (FAA) certificates.

2. Temporary Activity Permit – are issued for those commercial activities at the airport covered by these minimum operating standards on a daily basis for operations occurring 15 calendar days or less per calendar year.

- A. A detailed description of the scope of the intended operation, including all services to be offered;
- B. The proposed days, dates and hours of operation;
- C. A copy of the applicant's City of Prescott Business/Privilege Tax License, as applicable;
- D. A rates and charges schedule of all services to be conducted at Prescott Municipal Airport;
- E. Copies of applicable Federal Aviation (FAA) certificates.
- F. Listing of aircraft and location(s) where activity is to be performed, and
- G. An original copy of a certificate of insurance, in the amounts outlined in Article 4, naming the City as an additional insured;

Section 2.2 Processing; denial

The Airport Manager shall be responsible for processing the application for a lease, license, permit or agreement to conduct activities at the airport and shall be responsible for ensuring continued compliance. The Airport Manager may deny any application, seek corrective measures including but not limited to issuing Notices of Violation (NOV), or suspend or revoke a permit subject to appeal if it is determined that:

- 1. The applicant/permittee does not meet the qualifications and standards set forth in the Prescott City Code, the airport rules and regulations, or these minimum operating standards;
- 2. The proposed or actual activities are likely to create or are creating a safety hazard at the airport;
- 3. The proposed or actual activities will require or are requiring the City to expend funds, or to supply labor or materials as a result of the applicant or permittee's activities, or will result or is resulting in a financial loss to the airport;
- 4. No appropriate space or land is available to accommodate the proposed activities;
- 5. The proposed or actual activities are not consistent with the airport's master plan and/or airport layout plan;
- 6. The proposed or actual activities are likely to result or are resulting in a congestion of aircraft or buildings, a reduction in airport capacity, or an undue interference with airport operations or the operations of any existing airport users at the airport;

7. The applicant or permittee or any of its principals has knowingly made any false or misleading statements in the course of applying for or renewing a lease, license, permit or agreement;
8. The applicant or permittee or any of its principals has a record of violating the Prescott City Code, the airport rules and regulations, these minimum operating standards, Federal Aviation Regulations or any other applicable laws, ordinances, rules or regulations;
9. The applicant or permittee does not have or has lost the technical capabilities or financial resources to properly conduct the proposed activities;
10. The applicant or permittee has not submitted appropriate documentation supporting the proposed activity as outlined in Section 2.1.

Upon receipt of complaint or observance of non-compliance the Airport Manager will investigate and as may be appropriate, seek corrective action from the permittee including but not limited to issuing a Notice of Violation (NOV). The violator will have 30 calendar days to cure the non-compliance from receipt of written notice from the Airport Manager, or the permit will be revoked.

Section 2.3 Appeal process

The applicant or permittee shall have the ability to appeal the denial of an application, the issuance of NOV, or revocation of a permit by the Airport Manager, subject to the following provisions:

1. Providing written notice of appeal to the Airport Manager within ten (10) business days of the receipt of said denial, NOV, suspension or revocation.
2. The notice of appeal will be forwarded to the City Manager for review within 5 business days of receipt of the notice of appeal.
3. Applicant or permittee shall be notified in writing of the date of the scheduled appeal review.
4. Applicant or permittee shall be present at the appeal review. If applicant or permittee is not present, the Airport Manager's denial, NOV or revocation shall remain unchanged.
5. The City Manager shall consider all relevant information presented by the applicant or permittee and the Airport Manager.
6. The City Manager shall render a decision in writing within ten (10) business days of the conclusion of the hearing and the decision shall be final as to the status of the application, NOV, or revocation of permit. The Airport Manager will proceed with all further actions as may be required or deemed necessary to effect the decision.
7. If an appeal is found in the applicant's or permittee's favor, documentation of the violation will be removed from the file and will not be held against him/her in the future.

Depending on the severity and/or level of violation, any or all airfield privileges may be suspended immediately, regardless of a requested appeal.

Under no circumstances will the City of Prescott Municipal Airport be responsible for lost wages or job due to revoked airfield privileges.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 General provisions.

Except as otherwise provided in City Code, all leases, licenses, permits or agreements with the City which affect the airport are subject to the following provisions:

1. Rights to engage in specific activities at the airport are non-exclusive;
2. Defense and indemnification of the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents or employees from and against all damages, claims, suits, actions, losses and expenses (including court costs and reasonable attorneys' fees) for personal injury or death or for property damage or loss arising out of use of the airport;
3. A termination clause allowing the City to terminate the commercial operator's lease, license, permit or agreement within a stated time period after notice of default is given to the commercial operator if the commercial operator fails to cure its default within the specified time period, and allowing the City to terminate the lease, license, permit or agreement immediately if the commercial operator fails to maintain the required insurance;
4. No improvements or modifications to airport property without the prior written consent of the City. Before commencing any improvements or modifications, the commercial operator shall submit detailed construction plans and specifications to the City. Upon completion of the construction, the commercial operator shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed. All improvements or modifications made to airport property shall become the property of the City, at no cost to the City, upon termination of the commercial operator's lease, license, permit or agreement;
5. No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written consent of the City. The Airport Manager may require any potential assignee to submit biographical information, financial information, legal documentation, and any other information the City deems relevant for evaluating and processing the proposed assignment prior to approval of the proposed assignment;
6. The Arizona Revised Statutes, including but not limited to the requirement for public advertisement of airport lease opportunities and notification of pending lease actions;
7. All FAA required provisions.

ARTICLE 4. INSURANCE

Section 4.1 General insurance requirements

Except as otherwise provided in Articles 6 or 7, each commercial operator shall at all times maintain in effect the types and minimum amounts of insurance as specified in Appendix A, required by the City, as applicable to the business to be conducted.

The City of Prescott may adjust liability insurance amounts and requirements as City deems reasonably necessary, or as may be required because of changes in the insurance requirements imposed by the City's insurer or by applicable law. Commercial operator shall comply with such adjustments or increases, within such reasonable time period as is requested by the City.

Section 4.2 Additional insurance required by City.

Such other insurance as the City may reasonably determine to be necessary for such commercial operator's activities.

Section 4.3. Form; acceptance by City.

All insurance shall be in a form and from an insurance company with A.M. Best's rating of at least A-VII. All policies, except worker's compensation policy, -be endorsed to (using form CG 2010 (10/01) or equivalent) name the City of Prescott and its representatives as "Additional Insured's," and the commercial operator shall furnish certificates of insurance evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities or other ancillary activities as permitted in the lease, license, permit, or agreement. Such certificates shall provide for unequivocal thirty-day (30) notice of cancellation or material change of any policy limits or conditions.

ARTICLE 5. GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 Applicable regulations.

Each commercial operator shall comply with the Prescott City Code, fire code, airport rules and regulations and any other documents adopted and/or established by the City for the safe, orderly and efficient operation of the airport.

Section 5.2 Taxiway access.

If not already provided, a commercial operator shall provide paved access from the operator's leased premises to the airport's taxiway/taxilane/apron system as may be required. Such access shall meet all applicable FAA standards for the largest aircraft type anticipated to be using the leased premises or as required by the Airport Manager. As a minimum, except as otherwise specified in these minimum operating standards, the access shall be constructed for aircraft having at least a 48.99 foot wingspan and a 12,500 pound Single Wheel Weight.

Section 5.3 City Rights.

The City reserves the right at all reasonable times to enter upon each commercial operator's premises for any lawful purpose, provided that such entry does not unreasonably interfere with the commercial operator's use of the premises. The City further reserves the right to restrict or deny access to the commercial operator's premises during national, state, or local emergencies or at anytime in which conditions on the commercial operator's premises represent a hazard to the public health, safety, or interfere with the landing and taking off of aircraft from the airport.

Section 5.4 Rates and charges.

Each commercial operator may determine the rates and charges for all of its own activities and services, provided that such rates and charges shall be reasonable and fairly applied to all of the commercial operator's customers.

Section 5.5 Personnel, subtenants and invitees; control and demeanor.

Each commercial operator shall employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its lease, license, permit or agreement. Each commercial operator shall control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the City concerning the conduct and demeanor of any such person, the commercial operator shall immediately take all lawful steps necessary to remove the cause of the objection. Each commercial operator shall conduct its operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

Section 5.6 Interference with utilities and systems.

No commercial operator shall do or permit to be done anything that may interfere with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.

Section 5.7 Minimum facility requirements

Each commercial operator shall provide the following infrastructure to all facilities:

1. Public access and onsite auto parking facilities at a rate of four spaces per acre plus one space for every 5,000 square feet of gross hangar area over 5,000 square feet. Parking must include sufficient Americans with Disabilities Act (ADA) compliant parking spaces.
2. At least one ADA compliant public use unisex bathroom for each 5,000 square feet of hangar space.
3. Shielded lighting for aircraft ramps and automobile parking lots.
4. Premises shall be landscaped.
5. Outside equipment/parts storage areas and trash bins must be screened from public view.
6. Adequate fencing, signage and other controls to deter inadvertent access of persons and vehicles onto the airside areas of the premises.

Section 5.8 City Code Compliance

Each commercial operator is responsible for complying with all applicable building and fire codes including the payment of construction and inspection fees. All hangar buildings must be sprinkled or have alternative fire suppression to the satisfaction of the City fire code.

Section 5.9 Fire equipment.

Each commercial operator shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by law and/or the City fire code.

Section 5.10 Vehicle identification

Any vehicle used on the airport operations area (AOA) must bear identification designating the commercial operator to whom the vehicle is assigned. Letters shall be a minimum of three (3) inches in height or logo shall be minimum twelve (12) inches in diameter, on a contrasting background and displayed in a manner that is acceptable to the Airport Manager.

Section 5.11 Indemnification.

To the fullest extent permitted by law, any person accessing or using the airport or any of its facilities, and the person's successors, assigns and guarantors, defend, indemnify, and hold harmless the City, its agents, employees, officials, directors, officers, commissioners, and representatives harmless from and against all claims, demands, charges, penalties, obligations, fines, administrative and judicial actions or proceedings, suits, liabilities, judgments, damages, losses, costs and expenses of any kind or nature (including, but not limited to, attorneys' fees, court costs and cost of appellate proceedings) arising from said access or use, or from any act or omission of said person (and its employees, agents or anyone for whose acts or omissions said person may be liable) including, without limitation, the discharge of any duties or the exercise of any rights or privileges pursuant to this chapter or any regulations or minimum operating standards promulgated hereunder. This section applies, without limitation, to claims of personal injury, bodily injury, sickness, disease or death, and to claims of property damage (including, City property), destruction or other impairment of every description (including, without limitation, loss of use), and to claims of environmental property damage (including, without limitation, cleanup, response, removal and remediation costs).

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

ARTICLE 6. FIXED BASE OPERATORS (FBO)

Section 6.1 Statement of concept.

1. A fixed base operator means a person engaged in commercial activities on airport property including, at a minimum, the following:
 - A. Aircraft fueling and lubrication;
 - B. Aircraft line services;
 - C. Aircraft storage, parking, and tiedown;
 - D. Major aircraft maintenance and repair services as defined in FAR Part 43 Appendix A paragraph (a) and (b);
 - E. Retail sales of aircraft parts and accessories; and
 - F. Provisions of customary facilities, amenities, and ancillary services to general aviation users including, at a minimum, the following: public ADA restrooms on its premises, customer use telephone, passenger/crew waiting area/lounge, conference room, snack and beverage vending machines, and computerized weather briefing/flight planning services.
2. A fixed base operator shall comply with all of the standards and requirements contained in this article. In addition, a fixed base operator may engage in any general aviation specialty service activity identified in article 7 (and which is not already specifically required by this section) upon meeting all standards identified for the specific activity, with the exception of those standards related to minimum required office space.

Section 6.2 Land and facility requirements.

1. Land: At least five (5) acres of contiguous airport property.
2. Apron: At least 80,000 square feet of apron designed and constructed for aircraft with at least a 60,000 pound single wheel weight (not including building area, automobile parking, and fuel storage area) to support aircraft operations. This area shall accommodate the following:
 - A. Airplane Design Group II aircraft (wingspans up to seventy-nine (79) feet);
 - B. Transient aircraft parking for corporate/business jet aircraft and general aviation aircraft;
 - C. Circulation taxilanes to facilitate access to/from aircraft parking and staging areas; and
 - D. Adequate ramp area to simultaneously accommodate transient aircraft operations, towing of aircraft to/from storage hangars/shades, and staging of based aircraft.
3. FBO Building: At least 5,000 square feet of combined office and lobby space with a minimum of 1,500 square feet dedicated to customer service and support functions.
4. Hangar Space: At least 20,000 square feet of interior clear space for aircraft with at least a 60,000 pound single wheel weight.

Section 6.3 Hours of operation.

Unless otherwise agreed to in writing by the Airport Manager, a fixed base operator shall provide aircraft fueling and line services seven (7) days-per-week, including holidays, during the hours of operation of the FAA ATCT, and if providing maintenance services, shall provide aircraft maintenance and repair services at least eight (8) hours per day, five (5) days per week.

Section 6.4 Subcontracting services; restrictions.

A fixed base operator may not subcontract any activities described in section 6.1 except for major aircraft maintenance and repair services and the retail sale of aircraft parts and accessories. If the activity is not identified in section 6.1, a fixed base operator may subcontract any activities described in article 7, provided that such subcontractor meets the requirements in article 7 and operates from the fixed base operator's premises and in such areas as are approved by the Airport Manager.

Section 6.5 Minimum requirements of FBO services.

Aviation fueling.

1. A fixed base operator shall comply with the National Fire Protection Association's codes and standards, as amended, FAA Advisory Circular 150/5230-4, as amended, all requirements of the airport rules and regulations, and all other applicable laws related to aircraft fuel handling, dispensing and storage.
2. A fixed base operator shall construct, install and/or maintain an on-airport above ground aviation fuel storage facility in a location designated by the Airport Manager. The fuel storage facility shall have total capacity for a minimum three days supply of aviation fuel for aircraft being serviced by the fixed base operator. In no event shall the total storage capacity be less than:
 - A. One 20,000 gallon above ground storage tank for Jet;
 - B. One 20,000 gallon above ground storage tank for Avgas;
3. A fixed base operator shall demonstrate the capability to expand fuel storage capacity. A fixed base operator shall not construct or modify any fuel storage or distribution facilities without the written consent of the City and without complying with all City, state and federal safety standards. The City shall inspect such facilities periodically to ensure compliance with all standards.
4. A fixed base operator shall provide dispensing equipment sufficient to serve the needs of aircraft normally frequenting the airport, including the provision of at least two Jet fuel service vehicles and two Avgas refueling vehicles. Jet fuel service vehicles shall have single point and over-wing fueling capabilities and a minimum capacity of 3,000 gallons. Avgas fuel service vehicles shall have a minimum capacity of 750 gallons. A fixed base operator shall have access to back-up fuel service vehicles. All equipment must meet local, state and federal safety standards. The metering devices shall be inspected, checked and certified in accordance with state law. The City may inspect such equipment periodically to ensure compliance with all standards.
5. A fixed base operator shall require all of its fuel service personnel to complete an aviation fuel service training course, obtain an airfield drivers permit, and receive periodic refresher training as required by the Airport Manager, the fire department and the FAA. A fixed base operator shall develop an in-house aviation fuel service training program or utilize a nationally-recognized fuel training program (i.e. NATA Professional Line Service Training or training program developed by major oil company such as Air BP, Avfuel, etc.) that is acceptable to the Airport Manager. The City and the FAA may periodically conduct inspections of the fixed base operator's activities and personnel to ensure adherence to safe practices.
6. Aircraft line services

- A. A fixed base operator shall employ and have on-duty during required hours of operations sufficient properly trained and qualified employees capable of providing aircraft fueling, aircraft parking, and ancillary aircraft ground support services and related customer services and support.
 - B. A fixed base operator shall have and maintain the equipment that is required to safely and efficiently tow the types of aircraft normally frequenting the airport, including a tug and towbars (dependant upon type of tug) rated for such aircraft.
 - C. A fixed base operator shall maintain such tools and equipment, including a ground power units, oxygen cart and supplies, fire extinguishers, chocks, tiedown supplies, etc. as are necessary for the servicing and support of aircraft types expected to use the airport.
7. Aircraft storage, parking and tiedown facilities and areas shall be used only for aeronautical related storage.

Section 6.6 Insurance.

A fixed base operator shall maintain the applicable types and amounts of insurance required by Article 4 for any of its activities which may be covered by such insurance.

Section 6.7 Monthly fees

1. Fixed base operators shall pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.
2. Applicability and form -
 - A. The above-referenced fees are not in lieu of any transaction privilege taxes or other taxes.
 - B. Forms acceptable to the City's accounting office and/or the Airport Manager shall accompany all payments due to the City.

ARTICLE 7. SPECIALIZED AVIATION SERVICE OPERATIONS

Section 7.1 Hangar/shade leasing services.

A hangar/shade leasing services operator means a person engaged in the business of leasing, renting or licensing hangars/shades to based aircraft owners or operators solely for aircraft storage purposes for terms of no less than 30 days duration. A hangar/shade leasing services operator may engage in the business of constructing and operating hangars/shades to be leased.

A hangar/shade leasing services operator shall comply with the following minimum standards:

1. A hangar/shade leasing services operator shall lease sufficient land to accommodate the proposed number of hangars/shades and ramp area (based on a one to one (1:1) ratio and including but not limited to any FAA specified dimensions for aircraft operations) entirely within the leased premises.
2. The construction plans and specifications for any hangars/shades to be constructed, including minimum hangar/shade sizes and architectural design plans, is subject to the written approval of the City.
3. A hangar/shade leasing services operator leasing, renting or licensing hangars/shades in its operations shall maintain the types and amounts of insurance required by Article 4 for any of its activities which may be covered by such insurance.
4. A hangar/shade leasing service operator's hangars/shades shall include at least one (1) indoor ADA restroom for every thirty (30) hangar/shade facilities for the use by operator's lessees, and appropriate office space for the operator's employees.
5. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.2 Aircraft sales or leasing services.

An aircraft sales or leasing services operator means a person engaged in the sale, brokerage or leasing of new and/or used aircraft and shall:

1. If conducting sales services, maintain an approved Aircraft Dealers Certificate from the State of Arizona.
2. At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.
3. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.3 Aircraft maintenance and repair services.

An aircraft maintenance and repair services operator means a person providing one or more of the following services: airframe, engine or accessory overhaul; repair services on aircraft, including jet aircraft and helicopters; and sales of aircraft parts and accessories. An aircraft maintenance and repair services operator shall:

1. Lease or sublease from a bona fide airport commercial tenant or the City sufficient land or sufficient space to accommodate the proposed operations.
2. Provide office space, hangar/shade facilities, a paved aircraft parking apron, an adequate number of paved automobile parking spaces for its customers, a public lounge and waiting room and public ADA restrooms on its premises.

3. Provide sufficient shop space, equipment, supplies and availability of parts as required to perform the work being done.
4. Either: (1) employ and have on-duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an appropriate FAA certification for service(s) being provided; or (2) maintains a current FAR Part 145 Certificate.
5. Not conduct restricted activities or business activities at any time inside hangars/shades or other structures not approved for such function. Specific lease agreement and/or City fire codes shall determine what hangars/shades or other structures shall be approved for maintenance activities.
6. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport which may be covered by such insurance.
7. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.4 Aircraft rental services.

An aircraft rental services operator means a person engaged in the rental of aircraft to the public. An aircraft rental services operator shall:

1. Lease or sublease from a bona fide airport commercial tenant or the City a minimum of 100 square feet of office space and public ADA restrooms on its premises.
2. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport which may be covered by such insurance.
3. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.5 Flight instruction and examination services.

A flight instruction or examination services operator means a person engaged in instructing or conducting evaluations of persons as is necessary for the categories of pilot's licenses and ratings involved. A flight training services operator shall:

1. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport which may be covered by such insurance. Technical Specialists providing these services are exempt from the insurance requirements.
2. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.
3. Technical Specialists providing Examination Services are exempt from requirements of Article 4 and are exempt from the permit fees adopted by City Council.

Section 7.6 Specialized aircraft services and sales.

A specialized aircraft services operator means a person engaged in the business of servicing aircraft components with the exception of those services specified in Section 7.3. A specialized aircraft services operator may sell new or used parts and components necessary for such activities. A specialized aircraft services operator shall:

1. Lease or sublease from a bona fide airport commercial tenant or the City sufficient land or space to accommodate the proposed activities.
2. Provide or have access to an adequate number of paved automobile parking spaces for its customers, a public lounge or waiting room and public ADA restrooms on its premises..

3. Employ or contract with at least one person who is currently certified by the FAA appropriate to the services offered.
4. Not conduct restricted activities or business activities at any time inside hangars/shades or other structures not approved for such function. Specific lease agreement and/or City fire codes shall determine what hangars/shades or other structures shall be approved for maintenance activities.
5. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport which may be covered by such insurance.
6. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.7 Aircraft charter services.

An aircraft charter services operator means a person engaged in the business of providing air transportation of persons or property to the general public for hire on a charter basis as defined by the FAA under Part 121 or 135. Aircraft charter services may include the performance of aircraft management services as defined in these minimum operating standards, as long as all requirements of such services are met. An aircraft charter services operator shall:

1. Lease or sublease from a bona fide commercial airport tenant or the City a minimum of 1,000 square feet of office space and provide or have access to an adequate number of paved automobile parking spaces for its customers, a public lounge or waiting room and public ADA restrooms on its premises.
2. Provide flight crews properly certified for the aircraft operated, and the operator shall provide reasonable assurance of the continued availability of qualified operating crews.
3. Have and provide the City with, a current FAR Part 121 or 135 Certificate or provisional FAR Part 121 or 135 Certificate, as well as the aircraft identification page from the operating specifications listing all aircraft on the certificate.
4. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport which may be covered by such insurance.
5. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.8 Specialized commercial flying services

A specialized commercial flying services operator means a person engaged in air transportation for hire for any of the following purposes: nonstop sightseeing flights that begin and end at the airport, aerial photography or survey, powerline or pipeline patrol, air ambulance service, airborne mineral exploration, or any other operations specifically excluded from FAR Part 135. A specialized commercial flying services operator shall:

1. Lease or sublease from a bona fide airport commercial tenant or the City office space and provide or have access to an adequate number of paved automobile parking spaces for its customers, a public lounge or waiting room and public ADA restrooms on its premises as may be appropriate to the type of business activities.
2. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport which may be covered by such insurance.
3. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.9. Aircraft management services.

An aircraft management services operator means a person performing one or more of the following services in the management of another person's aircraft: pilot staffing, records management, and other aircraft-related services not including services detailed in any other sections contained herein. Aircraft management also encompasses the exercise of the privilege of FAR Part 91.501 on behalf of the owner and the brokerage of a qualified aircraft through a FAR Part 135 operator to the general public. Aircraft management does not include the control of, or operation of, aircraft under FAR Part 135. An aircraft management services operator shall:

1. Lease or sublease from a bona fide airport commercial tenant or the City office space as may be appropriate to the type of business activities with public ADA restrooms on its premises.
2. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport which may be covered by such insurance.
3. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.10. Mobile aircraft maintenance and repair services.

A mobile aircraft maintenance and repair services operator means a person providing maintenance and/or repair services at the aircraft based location or within a designated aircraft maintenance area on the airport including but not limited to those services identified in Section 7.3 and Section 7.6. A mobile aircraft maintenance and repair services operator shall:

1. Be currently certified or employ at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and provide proof of such ratings and certificates to the Airport Manager upon request.
2. Not conduct restricted activities or business activities at any time inside hangars/shades or other structures not approved for such function. Specific lease agreement and/or City fire codes shall determine what hangars/shades or other structures shall be approved for maintenance activities..
3. Submit and receive approval from the airport manager to provide Mobile Aircraft Maintenance and Repair and shall provide:
 - A. Name of individual/company conducting services, contact name, address, phone number, and Tax Identification Number.
 - B. The operator shall maintain a complete list of individuals/companies contracting for maintenance/repair services and all aircraft worked on, including the date and location that service was provided, aircraft owner and associated contact information, FAA registration number, and make and model of aircraft for a period of twelve (12) months. The list shall be provided to the Airport Manager upon request.
4. Operators must properly dispose of any waste material generated through providing services. At no time are waste materials to be disposed of in storm water drainage or dirt/grass areas.
5. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport that may be covered by such insurance, and provide proof of such insurance to the Airport Manager upon request. Technical Specialists providing these services are exempt from the insurance requirements.
6. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.11. Mobile aircraft washing services

Mobile aircraft washing services operators engage in the cleaning, detailing and/or washing of aircraft either for the general public or for individual businesses. Aircraft washing is restricted to designated wash rack/pad areas and/or other areas permitted under an Approved Washing Plan (AWP) and shall be performed in accordance with the airport rules and regulations and the Airport Storm Water Pollution Prevention Plan. Operators providing mobile aircraft washing services shall meet the following standards:

1. Submit and receive approval of an aircraft washing plan that contains the following information:
 - A. Name of individual/company conducting washing services, contact name and phone number.
2. A detailed description of washing method/operation, including the following details:
 - A. Wash water containment method(s), (ramp scrubber, berms, containment boom, tarps, dry, etc.)
 - B. An estimate of the amount of water used per wash and frequency of operation,
 - C. Name and amount of chemical(s) used per wash, And
 - D. If “dry” washing or waxing/coating operations are conducted, provide affirmation that tarps, vacuum system and/or sweeping will be used to collect residual material for its proper disposal and to protect the ramp (if applicable). Operators must properly dispose of “dry” wash materials and/or residual waste.
 - E. Material Safety Data Sheets (MSDS) for all chemicals to be used.
3. If washing is conducted outside of designated wash rack/pad, indicate the method of disposal of retrieved wash/waste water. If water is to be disposed of on airport property the following steps shall be taken:
 - A. Disposal of wash/waste water shall be done through an oil/water interceptor into the sanitary sewer system. At no time is wash/waste water to be disposed of in storm water drainage or dirt/grass areas.
 - B. Approval for the discharge of wash/waste water on airport property shall be obtained from the Airport Manager. An approval letter shall be included in the AWP, and be accessible on-demand each time disposal is conducted on airport property.
 - C. A copy of the AWP shall be on wash site at all times while aircraft washing activities are performed, and shall be accessible to the Airport Manager on-demand.
 - D. The aircraft washing services operator shall maintain a complete list of individuals/companies contracting for washing services and all aircraft washed during each month, including the date that service was provided, aircraft owner (if available), FAA registration number, and make and model of aircraft for a period of twelve (12) months. The list shall be made available to the Airport Manager upon request.
4. A mobile aircraft washing services operator shall at all times maintain in effect the types and minimum amounts of insurance, and contain provisions cited herein for any of its activities at the Airport that may be covered by such insurance specified in Article 4.
5. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.12. Airport rental car concession services.

An airport rental car concession services operator means a person providing rental car services at the airport. An airport rental car concession services operator shall:

1. Have an airport lease, license, permit or agreement in effect with the City or bona fide tenant with public ADA restrooms on its premises.
2. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport that may be covered by such insurance.
3. Employ and have on duty sufficient personnel during normal business hours.
4. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.
5. Automobiles are considered rented at Prescott Airport (and, therefore require payment of fees) if:
 - A. The automobile is delivered to the customer at the airport; or
 - B. The customer is picked up or dropped off on Airport Property by the permittee; or
 - C. The rental agreement is entered into at the airport even though the automobile is delivered elsewhere; or
 - D. The automobile is returned from the customer (picked up by permittee) at the airport; or
 - E. A vehicle rented at the airport is exchanged for another vehicle at any location within twenty-five (25) miles of the Prescott Airport for a time-period running consecutively with the original rental agreement.

Section 7.13. Aircraft brokerage services.

A charter brokerage services operator means a person brokering another person's aircraft for use in charter operation or filling seats in an aircraft for purposes of charter operation. Charter brokerage service does not include the control or operation of aircraft under FAR Part 135. A charter brokerage services operator shall:

1. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4, for any of its activities at the airport that may be covered by such insurance.
2. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

Section 7.14. For Profit Flying clubs.

A for profit flying club is an entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment. A for profit flying club shall meet the following standards and shall comply with these minimum standards:

1. At the time of applying for a lease, license, permit or agreement with or from the City to operate a flying club at the airport, the club shall furnish the Airport Manager with:
 - A. A copy of its articles of incorporation, if the club is a corporation;
 - B. A copy of its articles of organization, if the club is a limited liability company;
 - C. A copy of its certificate of limited partnership, if the club is a limited partnership;
 - D. A copy of its partnership agreement, if the club is a general partnership;
 - E. A copy of the club's roster or list of members, including names of officers and directors;
 - F. A description of all aircraft to be used in the club activities;
 - G. Evidence of ownership of such aircraft; and
 - H. Any operating rules of the club.
2. The club books and records shall be made available for inspection by the Airport Manager upon request. The club shall update its roster or list of members twice annually and provide

the Airport Manager with such updated roster or list no later than June 30 and December 31 of each year.

3. All aircraft used by the club shall be owned by the club or leased exclusively by written agreement to the club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the club's members.
4. The property rights of the club members shall be equal, and no part of any revenues received by the club shall inure to the direct benefit of any member (e.g. by salary or bonus).
5. The club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacements of its aircraft and facilities.
6. The club's aircraft shall not be used by anyone other than the club's members and shall not be used by anyone for hire, charter or air taxi. Flight instruction may be given in club aircraft, but only by one club member to another club member. The club member providing the flight instruction may be compensated by credit against payment of club dues or flight time.
7. The club and its members are prohibited from leasing, selling, trading or bartering any good or service to or with any non-members of the club, except that a club may sell or exchange its aircraft and equipment for replacement or liquidation purposes.
8. The club shall at all times maintain in effect the types and minimum amounts of insurance specified in Article 4 of these Minimum Operating Standards for any of its activities at the airport which may be covered by such insurance.
9. Pay fees as adopted by City Council as may be applicable and prescribed by lease, license, permit or agreement.

APPENDIX A

INSURANCE REQUIREMENTS

General - Per Article 4

1. Commercial General Liability – Occurrence Form – Policy shall include bodily injury, property damage and broad form contractual liability coverage:
 - A. General Aggregate \$2,000,000
 - B. Products – Completed Operations Aggregate \$1,000,000
 - C. Personal Advertising Injury \$1,000,000
 - D. Each Occurrence \$1,000,000
 - E. Fire Legal Liability (Damage to Rented Premises) \$ 100,000
2. Commercial/business automobile liability insurance for all owned, non-owned, leased and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of a least \$1,000,000 per occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.
3. Special Causes of Loss Property Form covering all improvements and fixtures on the commercial operator’s premises in an amount not less than the full replacement cost thereof, to the extent of the commercial operator’s insurance interest in the premises.
4. Builder’s Risk Insurance -- for those situations involving a ground lease, where the lessee will construct a building or other tenant improvements.
5. Coverage for Lessee’s tenant Improvements Replacement Value
6. Coverage for building Replacement Value
7. All risk property insurance – if the lessee is leasing an existing City facility where they are the “sole” occupant”, this insurance will be required on the building and the lessee’s contents
8. Property insurance shall be written on an all risk, replacement cost coverage, including coverage for flood and earth movement.
9. The City of Prescott shall be named a loss payee on property coverage for tenant improvements
10. If property coverage on building is required, “The City of Prescott shall be named as a loss payee.
11. Worker’s Compensation Insurance -- Statutory and Employers Liability Insurance in the amount of \$1,000,000 per accident, \$1,000,000 disease per person, \$1,000,000 disease policy limit.
12. Aircraft liability insurance in the amount of at least \$1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including Passengers.
13. Hangarkeeper’s liability insurance in the amount of at least \$3,000,000 per occurrence, or more as values require. City reserves the right to adjust the minimum insurance requirement

based on individual facility size and type of aircraft serviced, with written approval from the City of Prescott's Risk Management Office.

14. Fueling products-completed liability insurance in the amount of at least \$5,000,000 per occurrence.
15. If applicable, Lessee shall maintain Environmental Impairment Liability coverage for any fuel storage facility, tank, piping, ancillary equipment, containment system or structure used, controlled, constructed or maintained by Lessee in the amount of \$1,000,000 Each Incident, \$2,000,000 Aggregate. This policy shall cover on-site and off-site third party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean up for storage tank releases.
16. All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with respect to the City.
17. All insurance policies shall not contain any restrictions of coverage with regard to operations on or near airport premises.
18. Insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Exceptions -

Fixed Base Operators (FBO) –

The operator shall at all times maintain, as a minimum amount, commercial general liability insurance in the amount of at least \$5,000,000 per occurrence, \$5,000,000 products-completed operations, \$5,000,000 hangarkeeper's, and \$5,000,000 annual aggregate.