



**MINIMUM OPERATING STANDARDS**  
**FOR COMMERCIAL AND AERONAUTICAL**  
**SERVICES AND ACTIVITIES AT**  
**GLENDALE MUNICIPAL AIRPORT**

(Revised 2004)

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# **GLENDALE MUNICIPAL AIRPORT MINIMUM OPERATING STANDARDS**

## **Article 1. Definitions; Application; Waiver**

### ***Section 1-1. Definitions***

All definitions contained in the Glendale Municipal Airport Rules and Regulations are incorporated by reference into these Minimum Operating Standards. For purposes of these Minimum Operating Standards, all references to the “Rules and Regulations” when capitalized, are to the Glendale Municipal Airport Rules and Regulations.

### ***Section 1-2. Application of Minimum Operating Standards***

- a. All persons conducting commercial or aeronautical activities at the Airport shall, as a condition of conducting such activities, comply with all applicable requirements concerning such activities as are set forth in these Minimum Operating Standards. The requirements set forth herein are the minimum standards which are applicable to persons conducting commercial or aeronautical activities at the Airport, and all persons are encouraged to exceed such minimum standards in conducting their activities.
- b. These Minimum Operating Standards shall be deemed to be a part of each tenant’s lease, license, permit or agreement with or from the City unless any such provisions are waived or modified by the City pursuant to Section 1-5. The mere omission of any particular standard from a tenant’s written lease, license, permit or agreement with the City shall not constitute a waiver or modification of such standard in absence of clear and convincing evidence that the City intended to waive or modify such standard.

### ***Section 1-3. Multiple Activities by One Tenant***

Whenever a tenant conducts multiple activities at the Airport pursuant to one lease, license, permit or agreement with the City, such tenant must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one of the tenant’s activities are inconsistent with the minimum standards for another of the tenant’s activities, then the minimum standards which are most beneficial to the City, as determined by the Airport Manager, shall apply.

### ***Section 1-4. 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 City on a case-by-case basis and are set forth in such tenant’s written lease, license, permit or agreement with or from the City.

***Section 1-5. Waiver or Modification of Standards***

The Airport Manager may, in his or her discretion, waive or modify any portion of these Minimum Operating Standards for the benefit of any governmental agency performing non-profit public services, performing emergency medical services to the public by means of aircraft or performing fire prevention or fire-fighting operations. The City Council may waive or modify any portion of these Minimum Operating Standards for non-governmental entities when it determines, in its discretion, that such waiver or modification is in the best interests of the City and will not result in any competitive inequities among tenants at the Airport.

## **Article 2. Application Process**

### ***Section 2-1. Applications***

Any person who desires to conduct a commercial activity on the Airport covered by these Minimum Operating Standards, shall submit a written application to the Airport Manager prior to conducting such activities. Applications shall be made on forms provided by the Airport Manager. Prior to submitting a written application, it is advised to discuss all aspects of the application and proposed operation with the Airport Manager. In addition to the application, the applicant shall submit the following required information or documentation:

- a. A detailed description of the scope of the intended operations, 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 and FAA certificates, if applicable;
- g. The commencement date for the applicant's activities and the term of the lease, license, permit or agreement sought, including all option periods;
- h. If the applicant is a corporation, a copy of the Articles of Incorporation as filed with the Corporation Commission;
- I. If the applicant is a limited liability company, a copy of the Articles of Organization filed with the Corporation Commission;
- j. If the applicant is a limited partnership, a copy of the certificate of limited partnership filed with the Secretary of State;
- k. If the applicant is a general partnership, a copy of the written partnership agreement, if any.

The Airport Manager may require the applicant to provide additional information, which is necessary to ensure compliance with the Rules and Regulations and these Minimum Operating Standards.

## ***Section 2-2. Temporary Airport Commercial Operating Permit***

Any commercial operator not holding a lease or commercial operating permit wishing to perform commercial service on a temporary basis is required to obtain a Temporary Commercial Operating Permit. An applicant for a Temporary Commercial Operating Permit must comply with the following requirements:

- a. Provide copies of applicable Federal Aviation Administration licenses, and/or ratings to the airport manager.
- b. Provide an original copy of a certificate of insurance for the insurance specified in Article 4, only and in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, naming the City as an additional insured.
- c. Provide a current business license from the City of Glendale.
- d. Comply with all applicable provisions of the Glendale City Code; Airport Rules and Regulations, Minimum Operating Standards; and Federal, State and local laws and ordinances.
- e. Pay all applicable fees set for the Temporary Commercial Operating Permit listed on the airport Rates and Fees Schedule.

## ***Section 2-3. Processing; Denial***

The Airport Manager shall be responsible for processing an application for a lease, license, permit or agreement to conduct activities at the Airport, subject to the approval of the City Council, if necessary. The Airport Manager may deny any application if it is determined that:

- a. The applicant does not meet the qualifications and standards set forth in the Rules and Regulations or these Minimum Operating Standards;
- b. The proposed activities are likely to create a safety hazard at the Airport;
- c. The activities will require the City to spend funds, or to supply labor or materials as a result of the applicant's activities, or will result in a net financial loss to the City;
- d. No appropriate space or land is available to accommodate the proposed activities;
- e. The proposed activities are not consistent with the airport's master plan and/or airport layout plan;
- f. The proposed activities are likely to result 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 on the airport;
- g. The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease, license, permit or agreement;
- h. The applicant or any of its principals has a record of violating the Rules and

Regulations, these Minimum Operating Standards, FAR's or any other applicable laws, rules or regulations;

- I. The applicant does not have the technical or financial capabilities to properly conduct the proposed activities.

***Section 2-4. Appeal Process***

The decision of the Airport Manager shall be final unless the applicant files an appeal to the Transportation Director within ten (10) days of receiving written notice of denial.

### **Article 3. General Contractual Provisions**

All leases, licenses, permits or agreements authorizing tenants to use the Airport shall contain the following provisions:

- a. The tenant's rights to engage in specific activities at the Airport are non-exclusive.
- b. The tenant shall defend and indemnify the City and its elected or appointed officials, agents, boards, commissions and employees from all loss, damages or claims for personal injury or death or for property damage or loss arising out the tenant's or its invitees' use of the Airport.
- c. A termination clause allowing the City to terminate the tenant's lease, license, permit or agreement no later than 30 days after notice of default is given to the tenant, if the tenant fails to cure its default within the 30-day period; and allowing the City to terminate the lease, license, permit or agreement immediately if the tenant fails to maintain the required insurance.
- d. The tenant shall make no improvements or modifications to Airport property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, the tenant shall submit detailed construction plans and specifications to the City and upon completion of the construction, the tenant shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications shall be constructed in a good workmanlike manner. All improvements or modifications made to Airport property shall become the property of the City, at no cost to the City, upon the termination of the tenant's lease, license, permit or agreement.
- e. The tenant shall not assign any of its rights under the lease, license, permit or agreement without the written consent of the City. The Airport Manager may require any potential assignee to submit biographical and financial information at least 30 days prior to a proposed assignment.
- f. All FAA-required provisions.

## **Article 4. Insurance**

### ***Section 4-1. General Insurance Requirements***

Unless otherwise specified in Articles 6-8, each commercial operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business to be conducted:

- a. Comprehensive general public liability and property damage insurance in the amount of at least \$1,000,000 combined single limit per occurrence;
- b. Comprehensive automobile liability insurance for all owned, non-owned or hired vehicles in the amount of at least \$1,000,000 combined single limit per occurrence;
- c. Fire and extended casualty coverage for all improvements and fixtures on the tenant's premises in an amount not less than the full replacement value thereof, to the extent the tenant has an insurable interest in such premises;
- d. Worker's compensation and employer's liability coverage in the amounts required by law;
- e. Aircraft liability insurance in the amount of at least \$3,000,000 combined single limit per occurrence;
- f. Hangar keeper's liability insurance in the amount of at least \$3,000,000 per occurrence;
- g. Renter pilot liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence;
- h. Student pilot liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence;
- I. Products liability insurance in the amount of at least \$3,000,000 combined single limit per occurrence;
- j. Chemical and environmental damage liability insurance in the amount of at least \$1,000,000 per occurrence, if the City determines that the cost of such insurance is commercially reasonable.

### ***Section 4-2. Additional Insurance Required by Risk Manager***

In addition to the types and amounts of insurance required by Section 4-1, each tenant shall at all times maintain such other insurance as the City's Risk Manager may reasonably determine to be necessary for such tenant's activities.

### ***Section 4-3. Form; Acceptance by City***

All insurance shall be in a form and from a company acceptable to the City's Risk Manager, shall name the City as an additional insured, shall require 30 days written notice to the City before modification or termination and shall include contractual liability coverage for the tenant's obligations of indemnity.

***Section 4-4. Indemnification***

A commercial aviation operator shall indemnify, defend and hold harmless the city and its elected or appointed officials, officers, representatives, directors, commissioners, agents and employees from and against all damages, claims, suits, actions, losses and expenses (including court costs and reasonable attorney's fees) for personal injury or death or for property damage or loss arising out of the use of the airport.

## **Article 5. General Operational Requirements**

### ***Section 5-1. Taxiway Access***

If not already provided, each tenant conducting aeronautical activities shall provide paved access from its premises to the Airport's taxiway system. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the leased premises.

### ***Section 5-2. Right of Entry Reserved***

The City reserves the right at all reasonable times to enter upon each commercial aviation operator's premises for any lawful purpose, provided that such entry does not unreasonably interfere with the tenant's use of the premises.

### ***Section 5-3. Rates and Charges***

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

### ***Section 5-4. Personnel and Invitees; Control and Demeanor***

Each commercial aviation operator shall at all time designate a manager to supervise its operations at the Airport and designate personnel who are available outside of normal business hours to respond to emergency situations. Each commercial aviation operator shall employ a sufficient number of trained, on-duty personnel to provide for the efficient and proper compliance with its obligations under its lease, license, permit or agreement. Each commercial aviation operator shall control the conduct and demeanor of its employees and invitees and, upon objection by the City concerning the conduct or demeanor of any such person, the tenant shall immediately take all lawful steps necessary to remove the cause of the objection. Each commercial aviation operator shall conduct its operations in an orderly and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

### ***Section 5-5. Sound Level; Vibrations***

Each commercial aviation operator shall take all measures to keep the sound level of its operations as low as reasonably possible and to reduce to a minimum vibrations tending to damage any equipment, structure or building.

### ***Section 5-6. Nuisance; Waste***

No tenant shall conduct or permit any activities which may result in the commission of a nuisance, waste or damage to the Airport.

### ***Section 5-7. Hazardous Conditions***

No tenant shall do or permit to be done on its premises any act which:

- a. May constitute a hazardous condition so as to increase the risks attendant upon the

operations permitted by the tenant's lease, license, permit or agreement; or

- b. Will invalidate or conflict with any fire or casualty insurance policies or regulations, the Uniform Fire Code or N.F.P.A. standard No. 409 for the operation of aircraft.

***Section 5-8. Overloading Floors or Structures***

No tenant shall overload any floor, structure, structural member or paved areas on the Airport, and the tenant shall promptly repair any areas damaged by such overloading.

***Section 5-9. Maintenance and Repairs***

Each tenant shall keep its premises in a neat and orderly condition and in good repair, condition and appearance; shall maintain its premises in a condition as to repair, cleanliness and appearance at least equal to the level of maintenance maintained by the City in comparable areas; and shall keep the floor of its premises and the apron and ramp areas used in its operations clean and clear of oil, grease and other materials or stains.

***Section 5-10. Trash***

Each tenant shall comply with all instructions of the Airport Manager in disposing of its trash and refuse and shall use a system of refuse disposal approved by the City.

***Section 5-11. Security***

Each tenant shall take necessary measures to ensure security in accordance with generally accepted security procedures.

***Section 5-12. Interference with Utilities and Systems***

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

***Section 5-13. Fire Equipment***

Each tenant shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by the City's Fire Department.

***Section 5-14. Vehicle Identification***

Any commercial aviation use vehicle used in the airside area must bear identification designating the commercial aviation operator to whom the vehicle is assigned. Letters shall be a minimum of three (3) inches in height on a contrasting background and displayed in a manner that is acceptable to the Airport Manager.

## **Article 6. Fixed Base Operators**

### ***Section 6-1. Requirements for the FBO***

A Fixed Base Operator (FBO) shall comply with all of the standards contained in Article 6. The FBO shall comply with all applicable provisions of the Glendale City Code; Airport Rules and Regulations, Minimum Operating Standards; and Federal, State and local laws and ordinances. The FBO shall engage in a wider range of commercial aeronautical activities than a SASO, which shall include all of the following:

- a. Aircraft fueling and line services;
- b. Major aircraft powerplant and accessory repair services;
- c. Sales of aircraft parts and accessories;
- d. Removal of disabled aircraft from operational areas;
- e. Providing customary facilities, amenities, and services to general aviation users, including, at a minimum, the following: public restrooms, waiting lounges, conference rooms, crew lounges and flight planning services.

### ***Section 6-2. Land and Facility Requirements***

The FBO shall lease at least 174,240 square feet (4.0 acres) of contiguous land for its aircraft operating area (including building area, automobile parking area, and fuel storage area) from the City of Glendale. This area shall accommodate the following:

- a. Airplane Design Group II aircraft (wingspan up to 79 feet);
- b. Transient aircraft parking for ten (10) aircraft;
- c. Circulation Taxilanes around aircraft operating area;
- d. Adequate area to simultaneously accommodate transient activities while emptying aircraft from storage hangars and staging based aircraft.
- e. Executive Terminal Building: 9,000 square feet with a minimum of 6,000 square feet dedicated to customer service and support functions.
- f. Hangar Space: 10,000 square feet with dedicated space for aircraft maintenance and repair and aircraft storage.
- g. Shop: 1,200 square feet of shop space to support aircraft maintenance and repair activities including the storage of parts and accessories.

### ***Section 6-3. Hours of Operation***

Unless otherwise agreed to in writing by the Airport Manager, the FBO shall provide aircraft fueling and line services at least 12 hours per day, each and every day, and shall keep the fixed base operation open for general aircraft maintenance at least 8 hours per day, five days per week.

***Section 6-4. Subcontracting Services; Restrictions***

The FBO may subcontract in order to provide the major aircraft powerplant and accessory repair services required of it, provided that such subcontractors operate from the operator's premises and are approved by the City. The FBO shall not subcontract any other required services listed in Section 6-1.

***Section 6-5. Aircraft Service Equipment***

The FBO shall maintain tools, jacks, tugs, towing equipment, tire-repair equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, chocks, ropes and tie-down supplies as are necessary for the servicing of aircraft types expected to use the Airport. The FBO shall provide appropriate recovery services and equipment necessary to promptly remove disabled aircraft from the airfield of the largest type based with the operator's leasehold.

***Section 6-6. Aviation Fueling Requirements***

- a. A FBO 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 Rules and Regulations, and all other applicable laws related to aircraft fuel handling, dispensing and storage.
- b. The FBO shall maintain tank farm storage facilities for aviation fuels in minimum capacities of at least 12,500 gallons of aviation gasoline and 10,000 gallons of turbine fuel, in an area to be designated by the Airport Manager. The FBO shall not construct or modify any fuel storage or distribution facilities without the written consent of the City and without complying with all City safety standards. The City may inspect such facilities periodically to assure compliance with all standards.
- c. The FBO shall provide mobile dispensing equipment and trucks sufficient to serve the needs of the Airport. All equipment must be approved by the Airport Manager and shall meet all City safety standards. The metering devices shall be inspected, checked and certified by appropriate state and local agencies. The City may inspect such equipment periodically to ensure compliance with all standards.
- d. The FBO shall require all of its fuel-handling personnel to attend training courses and to receive periodic refresher training as required by the Airport Manager and Fire Department. The operator shall develop a standard operating procedure for aviation fueling activities and provide a current copy of the same to the Airport Manager. The City and the FAA may periodically conduct inspections and surveillance of the operator's activities and personnel to ensure adherence to safe practices.

***Section 6-7. Insurance***

The FBO shall maintain the types and amounts of insurance required by Section 4-1, except that the FBO shall at all times maintain comprehensive general public liability and property damage insurance in the amount of at least \$5,000,000 combined single limit per occurrence.

***Section 6-8. Personnel Qualification Requirements***

The FBO shall have on-staff a manager with a minimum of five (5) years recent experience managing a similar facility at an airport of similar size and activity.

## **Article 7. Specialized Aviation Service Operator (SASO)**

### ***Section 7-1 SASO Activities***

The SASO shall engage in one or more of those commercial aviation activities described in this Article 7 as stated in the SASO's Commercial Operating Permit. The SASO's permitted activities cannot be subcontracted.

### ***Section 7-2. General Requirements***

In addition to any other requirements of these Minimum Operating Standards and the Rules and Regulations, the SASO must comply with the special requirements related to the specific activities described in this Article 7 and with the general requirements set forth below:

- a. The SASO shall have on-staff a manager with a minimum of two (2) years recent experience managing a similar facility at an airport of similar size and activity.
- b. The SASO shall either build, lease from a bona fide airport tenant or the city a minimum of 100 square feet of office space.
- c. The SASO shall at all times maintain the types and amounts of insurance required by Article 4 for any of its activities which may be covered by such insurance.
- d. The SASO shall comply with all applicable provisions of the Glendale City Code; Airport Rules and Regulations, Minimum Operating Standards; and Federal, State and local laws and ordinances.

### ***Section 7-3. Commercial hangars***

A commercial hangar operator engages in the business of leasing or selling hangars to aircraft owners or operators solely for aircraft storage purposes. A commercial hangar operator may engage in the business of constructing the hangars to be leased. A commercial hangar operator shall comply with the following minimum standards:

- a. The operator shall lease at least 17,424 square feet of land (0.4 acres) for its operations.
- b. The construction plans and specifications for any hangars to be constructed, including minimum hangar sizes and architectural design plans are subject to the written approval of the City.
- c. If the operator will be leasing less than 54,450 square feet (1.25 acres) from the City and will be offering to lease or sell less than 30 hangars in its operations, then such operator shall maintain the types and amounts of insurance required by Section 4-1, except that such operator shall at all times maintain comprehensive general public liability and property damage insurance in the amount of at least \$3,000,000 combined single limit per occurrence.
- d. If the operator will be leasing more than 54,450 square feet (1.25 acres) from the

City or will be offering to lease or leasing more than 30 hangars in its operations, then such operator shall maintain the types and amounts of insurance required by Section 4-1, except that such operator shall at all times maintain comprehensive general public liability and property damage insurance and hangar keeper's liability insurance in the amount of at least \$5,000,000 combined single limit per occurrence.

- e. The operator's hangars shall include indoor restroom facilities for the operator's tenants and appropriate office and lounge areas for the operator's employees.
- f. The hangar operator shall provide to the airport manager a tenant list that includes the tenant(s) name, address, phone number and aircraft type, model and N-number.

#### ***Section 7-4. Aircraft Sales***

An aircraft sales operator engages in the sale or brokerage of new and/or used aircraft (either on a retail or wholesale basis) An aircraft sales operator shall comply with the following standards:

- a. An operator engaged in the sale of used aircraft shall comply with the provisions of FAR, Part 47, Subpart C and shall possess a valid "Dealer's Aircraft Registration Certificate", FAA form 8050.
- b. The operator shall employ and have on-duty during normal business hours at least one person holding a current pilot certificate with ratings appropriate for the types of aircraft to be demonstrated.
- c. Maintain an approved Aircraft Dealers Certificate from the State of Arizona.

#### ***Section 7-5. Aircraft Airframe, Engine and Accessory Maintenance and Repair Service***

An aircraft airframe, engine and accessory maintenance and repair service operator provides 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 airframe, engine and accessory maintenance and repair service operator shall comply with the following standards:

- a. The operator shall lease at least 17,424 square feet of land (0.4 acres) for its operations.
- b. The operator shall provide hangar 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 restrooms on its premises.
- c. The operator shall provide sufficient shop space, equipment, supplies and availability to parts equivalent to that required for certification by the FAA as an approved repair station.
- d. The operator shall 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 airframe, power plant or aircraft inspector

rating; or maintains a current FAR Part 145 Certificate.

- e. No major maintenance or repair operations or business activities shall be conducted at any time inside hangars/shades or other structures not designed for such functions. Specific lease agreement and/or City fire codes shall determine what hangar/shades or other structures shall be approved for major maintenance activities.

#### ***Section 7-6. Aircraft Leasing or Rental Services***

An aircraft lease or rental operator engages in the leasing or rental of aircraft to the public. An aircraft lease or rental operator shall comply with the following standards:

The operator shall employ and have on duty during normal business hours at least one person holding a current FAA commercial pilot certificate with appropriate ratings, including instructor rating.

#### ***Section 7-7. Flight Training***

A flight training operator engages in instructing pilots in dual and solo flight training, in fixed-wing or rotary-wing aircraft, and provides such related ground school instruction as is necessary to take a written examination and flight check ride for the categories of pilot's licenses and ratings involved. A flight-training operator shall comply with the following standards:

- a. The operator shall provide adequate classroom facilities for the amount and type of training involved, and shall provide mock-ups, pictures, slides, film strips, movies, video tapes and/or other training aids necessary for effective ground school instruction. All materials, supplies and training methods must meet FAA requirements for the type of training involved. The operator shall maintain a current or provisional FAR Part 61 Certificate.
- b. The operator shall employ and have on duty during normal business hours at least one instructor who is currently certified by the FAA to provide the type of training offered.

#### ***Section 7-8. Specialized Aircraft Repair Services and Sales***

A specialized aircraft repair service operator engages in the business of repairing aircraft radios, avionics, instruments, propellers, accessories, upholstery, painting and/or similar aircraft components. A specialized aircraft repair service operator sells new or used parts and components necessary for such repairs. A specialized aircraft repair service operator shall comply with the following standards:

- a. The operator shall lease at least 17,424 square feet of land (0.4 acres) for its operations.
- b. The operator shall provide hangar 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 restrooms on its premises.

- c. The operator shall 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 services offered.
- d. No major maintenance or repair operations or business activities shall be conducted at any time inside hangars/shades or other structures not designed for such functions.

***Section 7-9. Aircraft Charter or Taxi Service***

An aircraft charter or taxi service operator engages in the business of providing air transportation of persons or property to the general public for hire, either on a charter basis or as an Air Taxi Commercial Operator (A.T.C.O.) as defined by the FAA. An aircraft charter or taxi service operator shall meet the following standards:

- a. The operator shall employ and have on duty during normal business hours at least one person who holds current FAA commercial pilot and medical certificates and ratings appropriate for the operator's flight activities. All flight crews shall be properly rated for the aircraft operated, and the operator shall provide reasonable assurance of the continued availability of qualified operating crews after a reasonable notice period.
- b. The operator shall own or lease exclusively by written agreement aircraft equipped for and capable for use under instrument conditions, and currently certified and continuously airworthy. All aircraft shall meet the requirements of the A.T.C.O. Certificate held by the operator.
- c. The operator shall have a current FAR Part 135 Certificate or provisional FAR Part 135 Certificate.

***Section 7-10. Aerial Application Services (Crop Dusting)***

An aerial application operator engages in the crop dusting and agricultural spraying business with the use of specifically equipped aircraft. An aerial application operator shall meet the following standards:

- a. The operator shall be available "on-call" during all reasonable hours during the normal aerial application season.
- b. The operator shall employ and have on-duty at least one person who holds a current FAA commercial pilot certificate, properly rated for the aircraft to be used, and an agricultural aircraft operator certificate issued under Part 137 of the FAR's.
- c. The operator shall own or lease exclusively by written agreement at least one currently certificated and airworthy aircraft meeting all the requirements of Part 137 of the FAR's. Such aircraft shall be based upon the operator's leasehold.
- d. The operator shall provide a segregated chemical storage area protected from public access and located at the Airport such that it will provide the greatest safeguards to the public. The operator shall provide tank trucks for the handling of liquid spray

and mixing liquids and shall provide adequate ground equipment for handling and loading of dusting materials. The operator's leasehold shall be used only for the purpose of aerial application services and shall not be combined with any other aviation services. The operator shall be responsible for supplying waste disposal systems as mandated by all governmental entities under all environmental protection laws, rules and regulations.

### ***Section 7-11. Specialized Commercial Flying Services***

A specialized commercial flying services operator engages in air transportation for hire for any of the following purposes: nonstop sightseeing flights that begin and end at the Airport, banner towing and aerial advertising, aerial photography or survey, power line or pipeline patrol, fire-fighting or fire patrol, air ambulance service, airborne mineral exploration, or any other operations specifically excluded from Part 135. A specialized commercial flying service operator shall meet the following standards:

- a. The operator shall employ and have on duty during normal business hours at least one person who holds a current commercial pilot certificate with appropriate ratings for the aircraft to be flown.
- b. The operator shall own or lease exclusively by written agreement at least one properly certificated aircraft suitably equipped for the type of operation involved. Such aircraft shall be based upon the operator's leasehold.

### ***Section 7-12. 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.

### ***Section 7-13. On-Airport Rental Car Concession Services***

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

- a. Employ and have on duty at the airport at least one person during normal business hours.
- b. 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.

## **Article 8. Non-Commercial Activities**

### ***Section 8-1. Flying Clubs***

A flying club is a non-profit entity or organization organized for the purpose of providing its members with one or more aircraft for their personal use and enjoyment only. A non-commercial flying club shall meet the following standards:

- a. At the time of applying for a lease, license, permit or agreement with or from the City to operate at the Airport, the club shall furnish the Airport Manager with a copy of its articles of incorporation, if the club is a corporation; a copy of its articles of organization, if the club is a limited liability company; a copy of its certificate of limited partnership, if the club is a limited partnership; a copy of its partnership agreement, if the club is a general partnership; the club's roster or list of members, including names of officers and directors; evidence of required insurance; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; and any operating rules of the club.
- b. The club's books and records shall be available for inspection and copying by the Airport Manager at any reasonable time. The club shall update its roster or list of members and provide the Airport Manager with such updated roster or list no later than June 30 and December 31 of each year.
- c. 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. 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). The club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.
- d. 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 by one club member to another member and may be compensated by credit against payment of club dues or flight time.
- e. The club and its members are prohibited from leasing, selling, trading or bartering any goods or services 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.

### ***Section 8-2. Private, Non-Commercial Hangars***

An applicant may request leasehold upon which to build and use private non-commercial hangars. The following standards apply to private non-commercial hangars:

- a. The tenant shall lease at least 17,424 square feet of land (0.4 acres) for its hangars.
- b. The hangars shall be used only for those purposes, which are specified for aircraft storage hangars in the Rules and Regulations.

- c. All aircraft which are stored in the hangars shall be owned by the tenant or one of the following persons associated with the tenant, if the tenant is a non-natural person:
  - 1. A person who is a general partner of a tenant, which is a partnership;
  - 2. A person who is a manager of a tenant which is a limited liability company, or if there is no designated manager, a member of such tenant;
  - 3. The president of a tenant, which is a corporation;
  - 4. The chief executive officer of any other legal entity, which is a tenant.
- d. The tenant shall not sublease any hangar or make any partial assignment of its leasehold interest. Any assignment of all of the tenant's leasehold interest shall be subject to the approval of the City pursuant to Article 3.
- e. All insurance provisions contained in Article 4 shall apply to the tenant, except that the tenant shall not be required to maintain any automobile liability insurance (except as required by State law), aircraft liability insurance or hangar keeper's liability insurance as a part of its lease for private non-commercial hangars.