



**Safford
Regional Airport**

**Minimum
Operating
Standards**

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Safford Regional Airport

Minimum Operating Standards

Prepared for:

City of Safford

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AMENDMENTS

Revision	Date Revised	Page(s)	Description of Change(s)

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ATTACHMENT A: AIRPORT INSURANCE REQUIREMENTS

Introduction

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

- ❖ FAA Federal Grant Assurances
- ❖ FAA Order 5190.6, Airport Compliance Program
- ❖ FAA Order 5100.38A, 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

These documents, and any other related federal, state, and local documentation, should be consulted during the process of negotiating aviation agreements.

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

- ❖ An effective local lease policy
- ❖ Minimum Standards for Commercial Aeronautical Activities
- ❖ An effective airport lease agreement
- ❖ An effective set of Rules and Regulations governing operations at the airport

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 of 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 Safford owns and operates Safford Regional Airport 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 Safford Regional 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 Safford 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 Safford Regional Airport.
- ❖ Maintain compliance with State and Federal policy, regulations, and grant assurances.

These minimum standards are contained herein should be considered all-inclusive of the requirements that must be met to operate a commercial aeronautical activity at Safford Regional Airport. All commercial aeronautical activities located at the airport, and these Minimum Operating Standards are 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 lease or license agreement with the City of Safford is required prior to commencement of any commercial aeronautical 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, and such amendments shall be published [insert whatever website you use – you need to be able to say that future airport users have a way to find updates so that they are bound].

Federal/State Policy

The City of Safford accepts Federal and State funding for airport development projects at Safford Regional 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 activity.”

Federal Aviation Administration Advisory Circular (AC) 150/5190-7 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 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.

ARTICLE 1: GENERAL INFORMATION

Section 1.1 Definitions

The following words and phrases, whenever used in these Rules and Regulations, 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.

Abandon: As applied to property left at the airport, means that it has been left on airport property or the property of another without consent of the City of Safford for thirty (30) days without the owner moving or claiming it. Such property shall be impounded.

Accident: A collision or other contact between 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.

Advisory Circular: FAA publications that outline and describe recommended standards and procedures for numerous aviation entities.

Aeronautical Activity: Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

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

Aeronautical business permit: Administrative approval issued by the City of Safford to a person to conduct commercial aeronautical activity and provide such services to based and transient aircraft on the airport.

Air Traffic: Aircraft in operation anywhere in the airspace and on that area of the airport normally used for the movement of aircraft.

Aircraft: Any device intended to be used, or designed, to navigate or fly in the air.

Aircraft Fuel: All flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating: (a) an internal combustion engine; or (b) a jet or turbine engine.

Aircraft Maintenance: The repair, adjustment, or inspection of an aircraft by a pilot, owner, or mechanic other than the routine cleaning, upkeep, and servicing of an aircraft in preparation for flight. Minor repairs are characterized as normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories. Major repairs are characterized as major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43.

Aircraft Operation: An aircraft takeoff, landing, touch and go (two operations), low approach and/or missed approach.

Aircraft Parking and Storage Areas: Those hangar and apron locations of the airport designated by the Airport Manager for the parking and storage of aircraft, and such areas of the airport designated for aircraft maintenance, engine run-up, and fueling.

Airport: Shall mean and have reference to all the areas comprising the Safford Regional Airport as now existing, or as the same may hereafter be expanded and developed, and shall include all of its buildings, facilities and appurtenances.

Airport Manager: The duly appointed manager of the Airport or the manager's designee.

Airport Minimum Standards: This document adopted and formally approved by the City of Safford within which are detailed provisions outlining the minimum building size, performance, or other standards acceptable by the Airport Authority for a business firm aspiring to do business at the Airport.

Airport Operations Area (AOA): Area of the Airport used or intended to be used for the landing, take off, or surface maneuvering of aircraft. The AOA is divided into two areas: the 'Movement' area and the 'Non-movement' area.

Airport Rules and Regulations: A document adopted and formally approved by the City within which are detailed provisions for the safe, orderly, and efficient operation of the Airport.

Airside: 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.

Apron (also Ramp): Those areas designated by the Airport, both public and private/leased, for the parking or storage of aircraft. These areas are usually restricted areas and involve activities such as enplaning and deplaning passengers, servicing aircraft, and aircraft movements.

Arizona Revised Statutes (A.R.S.): The constitution and laws enacted by the Legislature to govern the state.

Based Aircraft: An aircraft: (1) which 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 hangaring; and (3) whose presence on the airport is something other than merely transitory in nature.

Based Location: The location on the Airport which is listed as an aircraft's hangar, shade or tie down location as registered with the airport.

Commercial Activity: 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.

Commercial Operator: A person or organization engaged in commercial activity on the Airport.

City Manager: The City Manager of the City of Safford.

Dispose: The transfer of property by its return to owner, sale, conversion or destruction or by any other means of disposal.

Engine Run-Up: The operation of an aircraft engine at power settings in excess of those power settings needed for normal taxiing of the aircraft. Engine run-ups are usually conducted at relatively high-power settings in order to determine the performance of an aircraft engine.

Federal Aviation Administration (FAA): Federal agency tasked with regulatory oversight of safety methods and activities that Airport Management can employ to ensure effective safety-related standards and procedures.

Federal Aviation Regulation (FAR): Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs is mandatory. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).

Full-Service Fixed Base Operator (FBO): An Entity engaged in the business of providing multiple aeronautical services including Aircraft Fueling, to Aircraft owners, Airport users, and Airport tenants. A Full-Service FBO shall provide aircraft fuel and oil sales and services; passenger, crew, and aircraft ground services support; Airframe and Power Plant Repair services; tie-down; and aircraft parking, as well as, two (2) or more of the following Aeronautical Activities:

- (1) Sale of New Aircraft Parts and Components
- (2) Flight Training and Aircraft Rental
- (3) Aircraft Charter
- (4) Aircraft Hangar Storage
- (5) Sale of New and Used Aircraft
- (6) Aircraft Refurbishing and or Painting
- (7) Avionics Repairs and Sales

Fuel: Any substance (solid, liquid, or gas) used to operate any engine in aircraft, vehicles, or equipment.

Fuel Handling: The transportation, delivery, fueling, and draining of fuel or fuel waste products, and the fueling of aircraft.

Fuel Storage Area: Any portion of the airport designated temporarily or permanently by the City of Safford as an area in which gasoline or any other type of fuel in tanks or containers having 55 gallons or greater capacity may be stored or loaded.

General Aviation: All categories and types of aviation/aircraft in the U.S. except for certified air carriers (under FAR Part 121 or Part 129) and Part 129 Foreign Air Carriers and Department of Defense military aircraft.

Hazardous Material: Any hazardous or toxic substance, waste or material:

- (1) The presence of which requires investigation, removal and/or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (2) Which is or becomes subject to regulation under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*, and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*);
- (3) Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Arizona or any political subdivision thereof.

Improvements: Any item constructed, installed, or placed on, under, or above any land on the Airport. Examples include buildings, structures, facilities, pavement, fencing, gates, and landscaping, etc.

Incident: An occurrence other than an Aircraft Accident, associated with the operation of an Aircraft, which affects or could affect the safety of operations.

Jet Fuel: Fuel commonly utilized to power turbine-engine (turboprop and turbojet) aircraft.

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

Large Airplane: An airplane of more than 12,500 pounds maximum certificated takeoff weight.

Leased Premises: The land and/or improvements, used under agreement by an Operator or Tenant for the conduct of the Operator's or Tenant's activities.

Lessee: A Person that has been granted a Lease Agreement or Sublease at the Airport.

Local Aircraft Operations: Aircraft operating in the local air traffic pattern; 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 terminal; or aircraft making simulated instrument approaches or low passes at the airport.

Major Aircraft Alterations and Repair: Major alterations and/or repairs of the parts or of the types listed in 14 C.F.R., Part 43, Appendix A.(a) and A.(b).

Minor Aircraft Repair Services: Servicing aircraft, minor airframe and engine repair services on propeller driven fixed-wing aircraft, and sales of aircraft parts and accessories.

Motor Vehicle: As defined by Arizona Revised Code Title 28, Chapter 1, means any vehicle, machine, truck tractor, trailer or semitrailer that is propelled or drawn by mechanical power and that is used on a public highway in the transportation of passengers or property in the furtherance of a commercial enterprise.

Movement Area: The runways, taxiways and other areas of the Airport that are utilized for the taxiing, air taxiing, takeoff and landing of aircraft.

National Fire Protection Association (NFPA): All codes, standards, rules, and regulations contained in the standards of the National Fire Protection Association, as amended.

National Transportation Safety Board: An independent U.S. government agency responsible for aircraft accident investigation.

Non-Commercial Self-Fueling: The dispensing of fuel into an aircraft by an owner of the aircraft from facilities and equipment that are provided by that owner.

Non-Movement Area: Areas consisting of aircraft loading aprons and aircraft parking areas.

Notice of Violation (NOV): An NOV is a form issued by the Airport Manager or his/her designated personnel for violations of any rules and regulations governing the Airport.

Notice to Airmen (NOTAM): Information issued by the Airport Manager, FAA, or other authorized official advising pilots of temporary changes to published information regarding Airport facilities, conditions, or other items that may affect safe flight.

Operational Areas:

- (1) Landside - Those areas outside of the AOA.
- (2) Airside - Those areas involved in any Aircraft movement or operations, i.e., runways, taxiways, aprons, tie-down areas, hangar areas, etc., also known as the AOA.

Owner of an Aircraft: 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.

Park (Parking, Parked): To put or leave or let a motor vehicle or aircraft stand or stop in any location whether the operator thereof leaves or remains in such motor vehicle or aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator. Fuel trucks that are in the process of fueling aircraft are not considered to be parked.

Permission or Permit: Permission granted by the City of Safford.

Permit: A written authorization issued by the City that allows specific activities or the temporary use or occupancy of certain areas or facilities at the Airport.

Person: Any individual, firm, general or limited partnership, corporation, company, limited liability partnership, trust, association, or any trustee, receiver, assignee, or similar representative thereof leasing, subleasing, making application for, or using any land or facility at the Airport.

Preventive Aircraft Maintenance: Simple or minor aircraft preservation operations and the replacement of small standard parts not involving complex assembly operations in accordance with 14 CFR Part 43, Appendix A, paragraph C.

Property: Any item, including currency, that is held for safekeeping or as evidence or found property or that has been abandoned, unclaimed or awarded by the court.

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

Rates and Charges: Airport fee structure approved by the City for use of airport infrastructure, facilities, and equipment.

Roadway: Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether decided or not.

Runway: A defined rectangular surface on an airport prepared or suitable for landing or takeoff of airplanes.

Small Airplane: An airplane of 12,500 pounds or less maximum certificated takeoff weight.

Smoking: Burning or carrying any lighted cigarette, tobacco or any other weed or plant, or placing any burning tobacco, weed or plant in an ashtray or other receptacle and allowing smoke to diffuse into the air.

Specialized Aeronautical Services Operator (SASO): Single-service providers or special fixed-base operators performing less than full services. These types of companies differ from a full-service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

Sublease: A lease granted by a franchisee or lessee to another person of all or part of the franchised or leased property.

Taxilane: The portion of the airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

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

Tenant: Any person entering into a contractual relationship with the City to conduct its business, or a sublessee who has the written approval of the City.

Tie-Down Area: A paved or grass area suitable for the parking and mooring of aircraft wherein suitable tie-down points have been located.

Traffic Pattern: The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the airport.

Transportation Security Administration (TSA): Agency of the United States Department of Homeland Security (DHS) that has authority over the security of transportation systems within, and connecting to the United States.

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

Vehicle Parking Area: Any portion of the airport designated and made available temporarily or permanently for the parking of vehicles.

Section 1.2 Application of Minimum Operating Standards

- a. All persons conducting commercial aeronautical 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.
- b. 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. 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.
- c. Any lease, license, permit or agreement with or from the City, entered into prior to adoption of these minimum standards, is excluded until such time as any assignment, 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 operator's lease, license, permit, or agreement with or from the City, except that any such lease, license, permit or agreement shall remain subject to the City's Minimum Operating Standards in existence prior to the adoption hereof.
 - (1) 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 operator's business and all leases, licenses, permits or agreements.
- d. The city has the ability to develop a plan on an as-needed basis to allow new FBO's (or FBO's complying with the new Minimum Standards when they are released) to come into compliance over a maximum of a 1-year period.

Section 1.3 Multiple Activities by One Commercial Airport 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 1.4 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 or 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 1.5 Right to Amend Standards

The City reserves the right to adopt such amendments to these Minimum Standards from time to time as it determines are necessary or desirable to reflect current trends of commercial airport activity and availability of property for lease, for the benefit of the general public or the operation of the Airport.

Section 1.6 Waiver of Modification of Standards

The City may, in its sole discretion, waive or modify all or any portion of the Minimum Standards set forth herein for the benefit of any governmental agency performing non-profit public services to the aircraft industry, or performing public services to the aircraft industry, or performing emergency medical or rescue services to the public by means of aircraft, or performing fire prevention or firefighting operations. The City may further temporarily waive any of the Minimum Standards for non-governmental Operators where the City, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation and will not result in unjust discrimination among commercial airport operators at the airport.

Section 1.7 Definition of an Aeronautical Service Operator

An Aeronautical Service Operator is defined as an entity engaging in an activity, which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations. Authorized activities by an Operator shall be strictly limited to any one or a combination of the following aeronautical services performed in full compliance with the specific standards for that activity as set forth herein:

- (1) Aircraft sales (new and/or used)
- (2) Airframe and power plant repair facilities
- (3) Aircraft rentals
- (4) Flight training
- (5) Line services (aircraft fuels and oil dispersing)
- (6) Specialized aircraft repair service - radios, propellers, instruments, and accessories
- (7) Aircraft Refurbishing and or Painting
- (8) Aircraft charter and air taxi
- (9) Specialized commercial flying services
- (10) Agricultural Aerial Applicator services
- (11) Aviation operators subleasing from another aviation operator
- (12) Other aviation related activities: Any other activities not specifically provided for in these Minimum Standards, will be subject to approval by the Airport Manager.

ARTICLE 2: APPLICATION PROCESS

Section 2.1 Application and Qualifications

Any person who desires to conduct any commercial aeronautical activities at the airport covered by these minimum operating standards shall, prior to conducting such activities, submit an aeronautical business permit application with the appropriate fees as required by the City Code, ordinances and rules and regulations to, and receive approval thereof, from the Airport Manager. In addition to the following requirements, the Airport Manager may require the applicant to provide such other information as may be necessary to ensure compliance with the Safford City Code, rules and regulations, applicable local, state, or federal law, and these minimum operating standards.

The applicant shall, at minimum, submit the following documentation with the above-referenced application:

- 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 proposed improvements and conduct any proposed activities as detailed in the Safford Regional Airport Leasing Policy as adopted by the City Council from time to time.
- 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 term of the lease, license, permit or agreement sought.
- h. An original copy of a certificate of insurance, in the amounts outlined hereunder, naming the City of Safford and its officials, officers, employees and agents as an additional insured.
- i. One of the following:
 - (1) If the applicant is a corporation, a copy of the articles of incorporation as filed with the Corporation Commission
 - (2) If the applicant is a limited liability company, a copy of the articles of organization filed with the Corporation Commission
 - (3) If the applicant is a limited partnership, a copy of the certificate of limited partnership filed with the Secretary of State
 - (4) If the applicant is a general partnership, a copy of the written partnership agreement.

Section 2.2 Processing the Application

The Airport Manager shall be responsible for processing an application for a lease, license, permit or agreement with or from the City authorizing the conduct of a commercial activity 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 any of the following apply:

- 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 expend funds, or to supply labor or materials as a result of the applicant's activities, or will result in a financial loss to the airport due to costs of 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 users at 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 City rules and regulations, these minimum operating standards, federal aviation regulations or any other applicable laws, ordinances, rules or regulations.
- i. The applicant does not have the technical capabilities or experience or financial resources to properly conduct the proposed activities.
- j. The applicant has not submitted appropriate documentation supporting the proposed activity as outlined in Section 2.1.

Section 2.3 Appeal Process

The applicant shall have the ability to appeal the denial of an application by the Airport Manager, subject to the following provisions:

- a. Providing written notice of appeal to the Airport Manager within ten (10) days of said denial.
- b. The notice of appeal will be forwarded to the City Manager for review.
- c. Applicant shall be notified in writing of the date of the scheduled appeal review.
- d. Applicant shall be present at the appeal review to justify the applicant's application. If applicant is not present, the Airport Manager's denial shall remain unchanged.

- e. The City Manager shall take comments from the applicant and the Airport Manager.
- f. The City Manager shall render its decision in writing within ten (10) calendar days of the conclusion of the hearing and the decision shall be final as to the denial or approval of the application.

ARTICLE 3: GENERAL CONTRACTUAL 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:

- a. Rights to engage in specific activities at the Airport are non-exclusive.
- b. 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 attorney's fees) for personal injury or death or for property damage or loss arising out of use of the Airport.
- c. 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 after ten (10) days prior notice of the failure to maintain the required insurance.
- d. 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.
- e. 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.
- f. The Arizona Revised Statutes, including but not limited to the requirement for public advertisement of Airport lease opportunities and notification of pending lease actions.
- g. All FAA required provisions.

ARTICLE 4: INSURANCE

Section 4.1 General Insurance Requirements

General insurance requirements are contained in Attachment A. Each commercial airport operator shall at all times maintain in effect the types and minimum amounts of insurance as applicable to the business to be conducted for any of its activities which may be covered by such insurance.

Section 4.2 Additional Insurance Required by City

- a. In addition to the types of insurance required by Section 4.1, each tenant shall at all times maintain such other insurance as the City's Risk Manager and City Manager may reasonably determine to be necessary for such tenant's activities, or as the FAA may determine is required under the City's Federal Airport Grant Assurance Obligations.
- b. Minimum insurance requirements may be adjusted on a case by case basis by the City's Risk Manager and City Manager.

Section 4.3 Form; Acceptance by City

All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B ++ 6. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "Additional Insured's," and the commercial airport operator shall furnish certificates of insurance evidencing the required coverage cited herein upon the commencement of the term of the lease, license or other agreement entitling the commercial airport operator to operate at the airport. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

ARTICLE 5: GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 Airport Rules and Regulations

Each commercial airport operator shall abide by the Rules and Regulations and any other ordinances and regulations established by the City for the safe, orderly and efficient operation of the airport.

Section 5.2 Taxiway Access

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

Section 5.3 Right-of-Entry Reserved

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

Section 5.4 Rates and Charges

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

Section 5.5 Personnel, Subtenants and Invitees; Control and Demeanor

Each commercial airport 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 airport operator shall control the conduct and demeanor of its personnel, subtenants, licensees, and invitees and, upon objection by the City concerning the conduct or demeanor of any such person, the commercial airport operator shall immediately take all lawful steps necessary to remove the cause of the objection. Each commercial airport 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 airport 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 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 Chief.

Section 5.8 Fire Equipment

Each commercial airport operator shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by law and the City Fire Chief.

Section 5.9 Vehicle Identification

Any vehicle operated by a commercial aeronautical activity provider that is used in the airside area must bear identification designating the commercial aeronautical activity provider to whom the vehicle is assigned. Letters and/or identification shall be clearly visible and displayed in a manner that is acceptable to the Airport Manager.

Section 5.10 Indemnification

- a. Each person conducting a commercial activity at the airport shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the “City” in this Section) from all loss, damages, or claims of whatever nature, including attorney’s fees, expert witness fees and costs of litigation, which arise out of any act or omission of operator or its officers, agents, employees and invitees (hereinafter referred to collectively as “Operator” in this Section) in connection with operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or any other damage or loss arising out of the failure of operator to comply with any provisions of this document.
- b. The operator shall, in all instances, except for loss, damages or claims resulting from the sole negligence of the City, indemnify the City against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give operator prompt notice of any claim made or suit instituted which may subject operator to liability under this Section, and operator shall have the right to compromise and defend the same to the extent of its own interest provided that any claim against a City indemnitee (as defined in Section 5.10.a) is released. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City’s selection without relieving operator of any obligations hereunder.
- c. Operator obligations hereunder shall survive any termination of operator’s activities at the Airport. The operator agrees to waive all rights of subrogation against the City arising from the operator’s use, occupancy or operations at the Airport.

ARTICLE 6: FIXED BASE OPERATORS

Section 6.1 Statement of Concept

A Full-Service Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple aeronautical services including Aircraft Fueling, to Aircraft owners, Airport users, and Airport tenants. **Only** a Full-Service FBO can provide Aircraft Fueling to Aircraft owners, Airport users, and Airport tenants. A Full-Service FBO shall provide aircraft fuel and oil sales and services; passenger, crew, and aircraft ground services support; Airframe and Power Plant Repair services; tie-down; and aircraft parking, as well as, two (2) of the following aeronautical activities:

- (1) Sale of New Aircraft Parts and Components
 - (2) Flight Training and Aircraft Rental
 - (3) Aircraft Charter
 - (4) Aircraft Hangar Storage
 - (5) Sale of New and Used Aircraft
 - (6) Aircraft Refurbishing and or Painting
 - (7) Avionics Repairs and Sales
- a. A Full-Service FBO shall comply with all of the standards and requirements contained in this article and the other articles of these Minimum Operating Standards. In addition, a Full-Service Fixed Base Operator (FBO) shall meet the minimum standards for each aeronautical activity engaged in as described in these Minimum Standards.
 - b. Each Full-Service FBO shall provide the personnel, equipment, and facilities required to service all types of aircraft normally frequenting the Airport.
 - c. Each Full-Service FBO shall conduct its business and activities on and from the leased/assigned premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced Full-Service FBOs providing comparable products, services, and activities from similar airports in like markets.
 - d. Each Full-Service FBO shall lease Airport property for its aircraft operating ramp, independent of any building area, vehicle parking area, and fuel storage area. The aircraft operating ramp shall provide transient aircraft parking and tie-downs for a minimum of five aircraft and must be located within 150 yards of the FBO.
 - e. Each Full service FBO shall lease designated ramp space from the City or construct ramp space on ground leased from the City on which they conduct fueling operations. Fueling may only be conducted on ramp space located at least 50 feet from any building on the airport.
 - f. The City may allow new FBO's (or FBO's complying with the new Minimum Standards when they are released), to develop a plan on an as-needed basis to come into compliance during a maximum of a 1-year period.

Section 6.2 Land and Facility Requirements

The FBO shall lease at the Airport at least 50,000 square feet of contiguous land for its aircraft operating area (including building area, automobile parking area, ramp space, and fuel storage area) from the City of Safford. This area shall accommodate the following:

- a. Airplane Design Group II aircraft (wingspan up to 79 feet)
- b. Transient aircraft parking for five (5) aircraft
- c. Circulation taxilanes around aircraft operating area
- d. A minimum of 2,000 square feet of office and lobby space available for customers and transient public users of the airport.
- e. Adequate area to simultaneously accommodate transient aircraft operations, towing of aircraft to/from storage hangars/shades, and staging of based air-craft.
- f. Hangar Space: 10,000 square feet with dedicated space for aircraft maintenance and repair and aircraft storage.

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 five (5) days-per-week for a minimum of eight (8) hours per day between the hours of 6am and 6pm, and shall keep the FBO open for aircraft maintenance and repair services at least forty (40) hours-per-week with after hour response times of five (5) hours or less. The FBO shall have someone on call 24/7 to provide fueling after hours. The FBO shall notify the Airport Manager of Holiday closures so that proper notices can be issued to airport users.

Section 6.4 Subcontracting

The FBO/Full-Service FBO may subcontract or use third party operators to provide any two (2) of the additional activities identified in Section 6.1, provided that such subcontractor meets the requirements of these Minimum Standards, is approved by the City in writing, and operates from the Full-Service Fixed Base Operator's premises.

Section 6.5 Minimum Requirements

Aircraft fuels and oil sales and services shall be provided by a Full-Service FBO as stated in Section 6.1. Except as otherwise provided in any Agreement between the Full-Service FBO and the Airport, a Full-Service FBO conducting aircraft fuels and oil sales and Services to the public shall be required to provide the following services and equipment:

- a. Minimum types of aviation fuel offered shall be Jet-A turbine fuel and 100LL, or such other aviation gasoline fuel that may be developed for the operation of piston engine aircraft.
- b. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.

- c. Fuel dispensing equipment, meeting all applicable federal, state, and City requirements for each type of fuel dispensed. At least two mobile dispensing trucks, one (1) truck with a minimum of seven hundred fifty (750) gallons of aviation gasoline (100LL) and one (1) truck with a minimum of one thousand (1,000) gallons of Jet A Fuel, are required for the minimum grades specified. If additional grades are offered, at least one additional truck per grade will be required. All dispensing equipment shall be equipped with certified metering equipment, filters, and bonding equipment and shall meet all applicable Federal, State, and Local requirements.
- d. The storage, transportation, and dispensing of fuel shall be done in strictest accordance with federal, state, and City codes, Airport Rules and Regulations, and applicable NFPA Codes.
- e. All fuel dispensing equipment and fueling operations will comply with NFPA requirements for Aircraft fueling operations and the appropriate FAA Advisory Circulars.
- f. A Full-Service FBO shall have a minimum of one (1) five thousand (5,000) gallon 100LL Fuel storage tank and one (1) five thousand (5,000) gallon Jet A Fuel storage tank for its own use. This is the minimum requirement, and full tanks must be able to support at least one (1) week of operations without refilling via tanker.
- g. All bulk fuel storage tanks shall be above-ground units, and shall meet all applicable federal, state, and City regulations for the storage of fuel and petroleum products. Fuel storage tanks must include adequate fuel spill prevention features together with an approved Fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable. Storage of other materials deemed hazardous shall be in containers or lockers meeting all applicable federal, state, and City regulations for the storage of hazardous materials.
- h. The City has the option to grant authorization for self-service fueling operations to a Full-Service FBO if Airport activity, market demand, and safety criteria justify such an operation. A Full-Service FBO may not install self-service fueling equipment without providing full service fueling service to the public. Self-service fueling is the dispensing of fuel by a pilot into an aircraft from a pump installed for that purpose. A self-service fueling facility is for public use. The fueling facility may or may not be attended by the Full-Service FBO that owns and operates the equipment.
- i. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to used oil, solvents, and other regulated waste. The stacking and storage of crates, boxes, barrels, 55-gallon drums and other containers will not be allowed within the fuel farm.
- j. A sufficient number of properly trained personnel of a quantity to meet all operational requirements normally expected. The fuel service FBO supervisor in charge of fueling and quality control shall attend an FAA approved fueling school, which meets the requirements of FAR Part 139.321(b)(6). The Full-Service FBO shall establish and carry out all operations in accordance with procedures sufficient to provide the services required and safely store, dispense and handle fuel, lubricants, and oxygen on the Airport.
- k. Oxygen dispensing and servicing for low pressure and high-pressure gaseous oxygen. Only Aviator's breathing oxygen quality oxygen shall be offered.

Section 6.6 Insurance

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

Section 6.7 Fees

An FBO shall pay fees as prescribed by schedule, lease, license, permit or agreement.

ARTICLE 7: SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

SASOs are sometimes known as single-service providers. These types of providers differ from a full-service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

Section 7.1 Hangar/Shade Leasing SASO

A Hangar/Shade Leasing SASO engages in the business of leasing hangars/shades to aircraft owners or operators solely for aircraft storage purposes. A Hangar/Shade Leasing SASO may engage in the business of constructing and operating hangars/shades to be leased. A Hangar/Shade Leasing SASO shall comply with the following minimum standards:

- a. A Hangar/Shade Leasing SASO shall lease sufficient land to accommodate the proposed number of hangars/shades based on the following:
 - (1) Hangars/shades for the storage of aircraft as follows: 2,500 square feet for jet aircraft, 2,000 square feet for turbo-prop and twin-engine aircraft, and 1,000 square feet for single engine aircraft and helicopters.
- b. The construction plans and specifications for any hangars/shades to be constructed, including minimum hangar/shade sizes and architectural and civil/site design plans, shall conform to the City of Safford Buildings and Construction Standards, Title 15 of the City Code.
- c. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- d. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.2 Aircraft Sales SASO

An Aircraft Sales SASO engages in the sale or brokerage of new and/or used aircraft and shall:

- a. Lease from a bona fide airport tenant or the City a minimum of 100 square feet of office space.
- b. If conducting sales services, maintain an approved Aircraft Dealers Certificate from the State of Arizona.
- c. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- d. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.3 Aircraft Leasing or Rental SASO

An Aircraft Leasing or Rental SASO engages in the leasing or rental of aircraft to the public. An Aircraft Leasing or Rental SASO shall:

- a. Lease from a bona fide airport tenant or the City a minimum of 100 square feet of office space.
- b. 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.

- c. Have available for lease a minimum of one (1) fixed wing or one (1) rotary wing aircraft.
- d. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- e. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.4 Flight Training SASO

A Flight Training SASO engages in instructing pilots in dual and solo flight training, in fixed-wing and/or rotary-wing aircraft, and providing 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 SASO shall:

- a. Lease from a bona fide airport tenant or the City a minimum of 100 square feet of office space.
- b. Provide adequate classroom facilities for the amount and type of training involved.
- c. Employ and have on-duty during normal business hours at least one (1) instructor who is currently certified by the FAA to provide the type of training offered.
- d. Have available for use a minimum of one (1) fixed wing or one (1) rotary wing aircraft or qualified simulator.
- e. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- f. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.5 Major Aircraft Maintenance and Repair SASO

A Major Aircraft Maintenance and Repair SASO engages in providing major alterations and/or repairs of the parts or of the types listed in 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 (14 C.F.R., Part 43, Appendix A.(a) and A.(b)). A Major Aircraft Maintenance and Repair SASO shall:

- a. Lease sufficient land at the airport to accommodate the proposed operations.
- b. Provide office space, hangar/shade facilities, a paved aircraft parking apron, an adequate number of paved automobile parking space for its customers, a public lounge and waiting room and public restrooms on its premises.
- c. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station.
- d. 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 airframe, power plant or aircraft inspector rating; or (2) maintains a current FAR Part 145 Certificate.
- e. Not conduct major maintenance, repair operations, or business activities at any time inside hangars/shades or other structures not designed for such function. Specific lease agreement and/or City fire codes shall determine what hangars/shades or other structures shall be approved for major maintenance activities.

- f. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- g. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.6 Minor Aircraft Maintenance and Repair SASO

A Minor Aircraft Maintenance and Repair SASO engages in providing one or more of the following services: servicing aircraft, minor airframe and engine repair services on propeller driven fixed-wing aircraft, and sales of aircraft parts and accessories. A Minor Aircraft Maintenance and Repair SASO shall:

- a. Lease sufficient land at the airport to accommodate the proposed operations.
- b. Provide office space, hangar/shade facilities, a paved aircraft parking apron, an adequate number of paved automobile parking space for its customers, a public lounge and waiting room and public restrooms on its premises.
- c. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station.
- d. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- e. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.7 Aircraft Painting and Refurbishment SASO

An Aircraft Painting and Refurbishment SASO engages in painting of aircraft exteriors, and the functional and/or cosmetic replacement or reconditioning of aircraft cabin interiors, fixtures, etc. Such activities do not include those other activities more commonly associated with airframe and power plant maintenance, as defined in 14 CFR Part 43 and elsewhere in these STANDARDS. An Aircraft Painting and Refurbishment SASO shall:

- a. Lease sufficient land at the airport to accommodate the proposed operations.
- b. Provide 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 restrooms on its premises.
- c. Employ at least one person who is currently certified by the FAA with ratings appropriate to the services offered.
- d. Not conduct maintenance or repair operations or business activities at any time inside hangars/shades or other structures not designed for such functions. Specific lease agreements and/or City fire codes shall determine what hangars/shades or other structures shall be approved for major maintenance activities.
- e. Operators shall obtain and maintain an Air Quality Permit from the Arizona Department of Environmental Quality, Air Quality Department and shall acquire and maintain any applicable

certifications and ratings specified by pertinent federal, state, or local laws, ordinances, and rules and regulations.

- f. At all times maintain the types and amounts of insurance specified in Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- g. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.8 Aviation Shop Repair SASO

An Aviation Shop Repair SASO engages in the fee-for-service operation of a single or combined FAA-certified shop or shops for the repair, service, replacement, or refurbishment of aircraft radios, propellers, instruments, and accessories for general aviation aircraft, including those items described in 14 CFR Part 43, Appendix A (e.g., aircraft radios, electrical systems, or instruments). Also includes the sale of new and/or used aircraft radios, propellers, instruments, and accessories. An Aviation Shop Repair SASO shall:

- a. Lease sufficient land at the airport to accommodate the proposed operations.
- b. Provide 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 restrooms on its premises.
- c. Employ at least one person who is currently certified by the FAA with ratings appropriate to the services offered.
- d. Not conduct maintenance or repair operations or business activities at any time inside hangars/shades or other structures not designed for such functions. Specific lease agreements and/or City fire codes shall determine what hangars/shades or other structures shall be approved for major maintenance activities.
- e. At all times maintain the types and amounts of insurance specified in Article 4 and Attachment A for any of its activities which may be covered by such insurance. Attachment A may be amended at the discretion of the City.
- f. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.9 Mobile Aircraft Maintenance and Repair SASO

A Mobile Aircraft Maintenance and Repair SASO engages in providing one or more of the following services at the aircraft-based location or within the designated aircraft maintenance areas on the airport: airframe, engine or accessory overhaul; repair services on aircraft; and sales of aircraft parts and accessories. A Mobile Aircraft Maintenance and Repair SASO shall:

- a. Either: (1) employ 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 (2) maintains a current FAR Part 145 Certificate; and provide proof of such ratings and certificates to the Airport Manager upon request.
- b. Only conduct aircraft maintenance and repair services on piston aircraft weighing less than 12,500 pounds certificated maximum takeoff weight.
- c. Not conduct major aircraft alterations or repairs or business activities at any time inside hangars/shades or other structures not designed for such function. Specific lease agreements and/or City fire codes shall

determine what hangars/shades or other structures shall be approved for major aircraft alterations or repairs.

- d. Submit and receive approval from the airport director to provide mobile aircraft maintenance and repair.
 - (1) Name of individual/company conducting services, contact name, address and phone number.
 - (2) The operator shall maintain a complete list of individuals/companies contracting for maintenance/repair services and all aircraft worked on during each month, 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 the first of each month following any month that services are provided.
- e. Operators must properly dispose of any waste material generated by providing services. At no time are waste materials to be disposed of in storm water drainage or dirt/grass areas.
- f. At all times maintain the types and amounts of insurance specified in Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- g. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.10 Aircraft Charter SASO

An Aircraft Charter SASO engages in the business of providing air transportation of persons or property to the general public for hire, as either a charter operator or on-demand air taxi, as defined by the FAA under Part 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 SASO shall:

- a. Lease from a bona fide airport tenant or the City a minimum of 100 square feet.
- b. Employ and have on-duty during normal business hours at least one person who holds current FAA commercial pilot and medical certificates with ratings appropriate for the operator's flight activities.
- c. Own or lease exclusively by written agreement aircraft currently certified and continuously airworthy. All aircraft shall meet the requirements of the FAA certificate held by the aircraft charter service operator.
- d. Have and provide the City with a current FAR Part 135 Certificate or provisional FAR Part 135 Certificate, as well as the aircraft identification page from the operating specifications listing all aircraft on the certificate.
- e. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- f. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.11 Specialized Commercial Flying SASO

A Specialized Commercial Flying SASO engages 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, fire-fighting or fire patrol, airborne mineral exploration, or any other operations specifically excluded from FAR Part 135. A Specialized Commercial Flying SASO shall:

- a. Lease from a bona fide airport tenant or the City a minimum of 100 square feet.
- b. Employ and have on-duty during normal business hours at least one person who holds current commercial pilot and medical certificates with appropriate ratings for the aircraft to be flown.
- c. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- d. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.12 Aircraft Management SASO

An Aircraft Management SASO engages in 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 SASO shall:

- a. Lease from a bona fide airport tenant or the City a minimum of 100 square feet.
- b. At all times maintain the types and amounts of insurance required by Article 4 and Attachment A for any of its activities which may be covered by such insurance.
- c. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.13 Aerial Applicator SASO

An Aerial Applicator SASO engages in storing, mixing, and aircraft loading of environmentally harmful agents. The fundamental standard of operation for aerial applicators is one of zero tolerance. Any spill, seepage, or event that releases hazardous material into the airport environment can result in the immediate revocation of operating privileges at the airport. Prior to initiating operations with chemical agents, the City has the right to request that the operator demonstrate the standard operating procedures as they pertain to the storage, mixing, aircraft loading, cleanup and disposal of chemical agents. The City has the right to observe ongoing operations at the airport and to inspect the operator's equipment. A revocation of operating privilege does not release the operator from the responsibility to contain and clean up contamination that might have occurred. The aerial applicator will be given the exclusive use of a designated area on the airport property. No other airport activity or any other airport user will have use of the operator's designated area. An aerial applicator shall:

- a. Assume complete liability for the containment and cleanup of any environmental contamination that might occur at the airport as a result of operations.
- b. Submit to the City Manager a list of all chemical agents to be located or used on the airport property. The list will be revised as changes occur to reflect current operations. The City Manager has the right to

deny the use of airport property for the storage, mixing, or loading of specific chemical agents posing an unacceptable risk.

- c. Prepare and submit to the City Manager a written description of procedures for the storage, mixing, aircraft loading, cleanup and disposal of chemical agents. The City may periodically conduct inspections of the aerial applicator's activities and personnel to ensure adherence to safe practices.
- d. Prepare and submit to the City Manager a written description of procedures for the containment, clean-up, and notification should a spill occur.
 - (1) The procedure will contain a section covering actions to be taken in the event of a minor spill resulting in localized contamination.
 - (2) A separate section will cover the actions to be taken in the event of a larger spill that cannot be resolved by the operator's existing equipment and expertise.
- e. Confine all operations pertaining to the storage, mixing, loading, cleanup or disposal of chemical agents to the designated area.
- f. Upon cessation of operations, the operator shall, at his own expense, have the operations area tested by an independent testing laboratory and provide the City with the full laboratory report. Should contamination be found, the operator assumes complete managerial and financial responsibility for the environmental mitigation of the affected area.
- g. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4 and Attachment A, for any of its activities at the airport that may be covered by such insurance.
- h. Perform cleaning of aircraft, chemical storage tanks, mixing tanks, or any other equipment on the airport property in a manner that does not contaminate the environment.
- i. Conform to all applicable state and federal regulations.
- j. Pay fees as prescribed by lease, license, permit or agreement.

Section 7.14 Airport Rental Car Concession SASO

An Airport Rental Car SASO engages in providing rental car services to customers at the airport. An Airport Rental Car SASO shall:

- a. Have an airport lease, license, permit or agreement in effect with the City.
- b. At all times maintain in effect the types and minimum amounts of insurance specified in Article 4 and Attachment A, for any of its activities at the airport that may be covered by such insurance.
- c. Pay fees as prescribed by lease, license, permit or agreement.

Attachment A – AIRPORT INSURANCE REQUIREMENTS

	Fixed Based Operator	Hangar / Shade Leasing Operator	Aircraft Sales Operator	Major Aircraft Maintenance and Repair Operator	Aircraft Leasing and Rental Operator	Flight Training Operator	Specialized Commercial Flying Services Operator	Aircraft Charter	Aviation Shop Repair Operator	Aircraft Management Operator	Mobile Aircraft Maintenance and Repair Operator	Airport Rental Car Concessions Operator	Aircraft Painting and Refurbishment Operator	Aerial Application Operator
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)														
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$1,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
COMMERCIAL BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit)														
Each Occurrence	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A	N/A	N/A	\$1,000,000	N/A	\$1,000,000	\$1,000,000	\$1,000,000	N/A
HANGAR KEEPER'S LIABILITY														
Each Aircraft	\$500,000	\$500,000	N/A	\$500,000	N/A	N/A	N/A	N/A	\$500,000	N/A	N/A	N/A	N/A	\$500,000
Each Occurrence	\$500,000	\$500,000	N/A	\$500,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$500,000
AIRCRAFT AND PASSENGER LIABILITY														
Each Occurrence	N/A	N/A	\$1,000,000	N/A	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	N/A	N/A	N/A	N/A	N/A	N/A
PROPERTY INSURANCE														
Each Occurrence	Required	Required	N/A	Required	N/A	N/A	N/A	N/A	Required	N/A	N/A	N/A	\$5,000	Required
PREMISES MEDICAL INSURANCE														
Each Occurrence	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$5,000	\$5,000	\$5,000	\$1,000,000	\$5,000
Aggregate	\$100,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$100,000	\$5,000	\$5,000	\$5,000	\$1,000,000	\$5,000
PRODUCTS-COMPLETED OPERATIONS LIABILITY														
Each Occurrence	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A	N/A	N/A	\$1,000,000	N/A	\$1,000,000	N/A	\$1,000,000	N/A
Aggregate	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A	N/A	N/A	\$1,000,000	N/A	\$1,000,000	N/A	\$1,000,000	N/A
ENVIRONMENTAL LIABILITY (Combined Single Limit)														
Each Occurrence	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	N/A	N/A	\$2,000,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$2,000,000	\$2,000,000
WORKER'S COMPENSATION (Limits Based Upon Statutory Requirements \$100,000 / \$100,000 / \$500,000)														

When coverages or limits set forth in Attachment A are not commercially available, appropriate replacement coverage or limits are subject to approval in advance, by the Airport manager. Operators utilizing only owned aircraft or do not have "care, custody, or control" of the aircraft are not required to have Hangarkeepers Liability Insurance.

All policies including Workman's Compensation shall contain a waiver of subrogation rights endorsement in favor of Safford Regional Airport and the City of Safford.

All policies, except Workers' Compensation, shall name the City of Safford, its agents, employees, elected and appointed officials, directors, officers, commissioners and representatives as Additional Insureds.

Special Causes of Loss Property Form covering all improvements and fixtures on the commercial airport operator's premises in an amount not less than the full replacement cost thereof, to the extent of the commercial airport operator's insurable interest in the premises.

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.

IMPORTANT NOTE: This outline of insurance requirements is offered for informational purposes only. The operator, lessee, licensee, permittee or other person using the Airport, is responsible for working with an informed and reputable insurance representative to understand and obtain all the applicable insurance required by these Airport Minimum Operating Standards. The City does not warrant that the minimum coverage contained in this Attachment A is sufficient to protect any Airport user from liabilities that might arise out of the access or use of the Airport, or its facilities.

The Certificate Holders are: The City of Safford, PO Box 272, 717 West Main Street, Safford, AZ 85548 and Safford Regional Airport, 4500 E. Aviation Way, Safford, AZ 85546-0272