



ELOY MUNICIPAL AIRPORT E60

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AIRPORT MINIMUM OPERATING STANDARDS

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Article 1. Definitions; Application; Waiver

Section 1-1. Definitions.

All definitions contained in Chapter 2B of the Eloy City Code and the 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” are to the Airport Rules and Regulations.

Aircraft Management Services Agreement means a written agreement, between an aircraft owner and Aircraft Management Services Operator, to provide one or more of the following services for the owner’s aircraft:

- (a) employ and supervise flight and maintenance personnel;
- (b) perform and/or supervise aircraft maintenance;
- (c) arrange aircraft fleet insurance;
- (d) provide FAA liaison and regulatory compliance services;
- (e) provide aircraft hangar and shop facilities;
- (f) pay aircraft related expenses; and
- (g) keep aircraft records.

If the Aircraft Management Services Operator performs or supervises aircraft maintenance, the term of the Aircraft Management Services Agreement must be for at least six (6) months.

Section 1-2. Application of Minimum Operating Standards.

All persons conducting commercial aeronautical activities at the Airport (hereinafter referred to as commercial airport 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. The requirements set forth herein are the Minimum Operating 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. These Minimum Operating Standards shall be deemed to be a part of each commercial airport operator’s lease, license, permit or agreement with or from the City. The mere omission of any particular standard from a commercial airport operator’s written 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.

Section 1-3. Multiple activities by one commercial airport operator.

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

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 Manager or designee on a case-by-case basis and set forth in such commercial airport operator’s written lease, license, permit or agreement with or from the City.

Section 1-5. Waiver or modification of standards.

The City Manager or designee may waive or modify any portion of these Minimum Operating Standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. The City Manager or designee may waive or modify any portion of these Minimum Operating Standards for any person when it is determined that such waiver or modification is in the best interest of the City and will not result in unjust discrimination among commercial airport operators at the Airport.

Article 2. Application Process

Section 2-1. Applications.

Any person who desires to conduct any commercial aeronautical activities at the Airport covered by these Minimum Operating Standards and as outlined in the Aeronautical Business Permit Checklists, as amended shall, prior to conducting such activities, submit an Aeronautical Business Permit Application, subject to the City Manager or designee's approval. In addition to the following requirements, the City Manager or designee may require the applicant to provide additional information which is necessary to ensure compliance with the Eloy City Code, Airport Rules and Regulations, and/or these Airport 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 operations, including all services to be offered;
- (b) The amount of land, office space, and/or aircraft storage areas required for the operation, if applicable;
- (b) A detailed description of any improvements or modifications to be constructed or made to airport property, including cost estimates and a construction timetable, if applicable;
- (c) Documentation of the applicant's financial capabilities to construct any improvements, if applicable;
- (e) 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; or
 - 4. If the applicant is a general partnership, a copy of the written partnership agreement;
- (f) An original copy of a certificate of insurance, in the amounts outlined in lease agreement naming the City as an additional insured;
- (g) A copy of the applicant's City of Eloy Business License, if applicable;
- (h) Copies of applicable Federal Aviation Administration (FAA) certificates.

Section 2-2. Processing; denial.

The City Manager or designee, in accordance with Eloy City Code Section 2B, shall be responsible for processing an application for a lease, license, permit or agreement to conduct activities at the Airport. Any lease, license, permit or agreement not meeting the criteria outlined in Eloy City Code Section 2B is subject to the approval of the Airport Advisory Board and the City Council. The City Manager or designee may deny any application if it is determined that:

- (a) The applicant does not meet the qualifications and standards set forth in Chapter 2B of the Eloy City Code, 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;
- (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 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 Chapter 2B of the Eloy City Code, the 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 may appeal the denial of an application by the City Manager, subject to the following provisions:

- (a) The applicant must provide written notice of appeal to the City Manager or designee within ten (10) days of said denial.
- (b) The applicant shall be notified in writing of the date, time and place of the scheduled appeal hearing.

- (c) The applicant or the applicant's counsel shall be present at the hearing to justify the applicant's application. If the applicant or counsel is not present, the City Manager's denial shall remain unchanged.
- (d) The Airport Advisory Board shall take comments from the applicant and the City Manager.
- e) The decision of the Airport Advisory Board shall be final as to the denial or approval of the application.
- (f) An applicant may be represented by counsel at the hearing and the City may be represented by the City Attorney's or City Prosecutor's office. Formal rules of evidence shall not apply. Both the applicant and the City shall have the right to present evidence through testimony or exhibits and to cross-examine witnesses. The Airport Advisory Board shall preside over the proceedings and shall determine the order and manner of proof.
- (g) At the conclusion of the hearing, the Airport Advisory Board shall rule on the appeal and notify the applicant of the ruling in writing, by mail, within ten (10) calendar days of the hearing, unless all parties stipulate that additional time is required to render a fair decision. The Airport Advisory Board's decision shall be supported by a preponderance of evidence.

Article 3. General Contractual Provisions

Section 3-1. General Provisions.

Except as otherwise provided in Chapter 2B of the Eloy 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, 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;
- (c) A termination clause allowing the City to terminate the commercial airport operator's lease, license, or agreement no later than thirty (30) days after notice of default is given to the commercial airport operator if the commercial airport operator fails to cure its default within the thirty (30) day period, and allowing the City to terminate the lease, license, permit or agreement immediately if the commercial airport operator fails to maintain the required insurance.
- (d) 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 commercial airport operator shall submit detailed construction plans and specifications to the City. Upon completion of the construction, the commercial airport 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 airport operator's lease, license, permit or agreement.
- (e) No lease, license, permit, agreement, or any rights hereunder, shall be assigned without the prior written consent of the City. The City Manager or designee may require any potential assignee to submit biographical and financial information at least thirty (30) days prior to a proposed assignment.
- (f) All FAA required provisions.

Article 4. Insurance

Section 4-1. General insurance requirements.

Each commercial airport operator shall at all times maintain in effect the minimum amounts of insurance as applicable to the business to be conducted. Please note that the City requires a primary insurance, a secondary insurance is optional. The City of Eloy requires a minimum of one million dollar liability insurance.

Section 4-2. Form; acceptance by City.

All insurance shall be in a form and from an insurance company with a Best's financial rating possible. All active 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," and the commercial airport operator shall furnish certificate of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. 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 Eloy City Code, Rules and Regulations and any other documents 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.

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. 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/or the Eloy Fire District.

Section 5-8. Vehicle identification. (Reserved)

Section 5-9. Indemnification.

- (a) To the fullest extent permitted by law, any unauthorized person accessing or using the airport or any of its facilities, and the person’s successors, assigns and guarantors, must indemnify, defend and hold harmless, the City, its agents, employees, elected and appointed officials, directors, officers, and representatives from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses (including, but not limited to, claims adjustment, attorney fees and court costs), related to, arising from or out of, or resulting from:
 - 1. Any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or in part by such person, or the person’s employees and agents, or
 - 2. The exercise of any rights or privileges under Eloy City Code, Chapter 2B, or under the Airport Minimum Operating Standards and Airport Rules and Regulations.
- (b) This section includes, but is not limited to, environmental claims for property damage, clean-up, response, removal and remediation.

Article 6. General Aviation Specialty Services

Section 6-1. Hangar/ T-Hangar Leasing Services.

A Hangar/T-hangar Leasing Services Operator means a person engaged in the business of leasing, renting or licensing hangars to aircraft owners or operators solely for aircraft storage purposes. A Hangar/T-hangar Leasing Services Operator may engage in the business of constructing and operating hangars to be leased. A Hangar/T-hangar Leasing Services Operator shall comply with the following minimum standards:

- (a) A Hangar/T-hangar Leasing Services Operator shall lease sufficient land to accommodate the proposed number of hangars/shades based on the following.
 - 1. Hangars for the storage of aircraft as follows: 3300 square feet for aircraft storage. T-hangars for the storage of single aircraft; 1060 square feet for aircraft storage.
 - 2. Each Hangar/T-hangar Leasing Services Operator shall register with the City Manager or designee only as many aircraft to be based at the Airport as can be stored within the operator's hangar/t-hangar under Section 6-1(a) 1 above.
- (b) The construction plans and specifications for any hangars/t-hangar to be constructed, including minimum hangar/t-hangar sizes and architectural design plans, are subject to the written approval of the City.
- (c) A Hangar/T-hangar Leasing Services Operator leasing, renting or licensing hangars/t-hangars shall maintain the applicable types and minimum amounts of insurance as required by per City Code.
- (d) Pay fees as prescribed by lease, license, permit or agreement.

Section 6-2. Aircraft Maintenance and Repair Services

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

- (a) Lease sufficient land to accommodate the proposed operations.
- (b) Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station.
- (c) Not conduct major maintenance, repair operations, or business activities at any time inside t-hangar or other structures not designed for such function. Specific lease agreement and/or City fire codes shall determine what hangars or other structures shall be approved for major maintenance activities.
- (d) At all times maintain in effect the applicable types and minimum amounts of insurance specified by City Manager in accordance with Eloy City Code.

Section 6-3. Flight Training Services.

A flight Training Service Operator means a person engaged 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 rating involved. A Flight Training Service Operator 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) At all times maintain in effect the applicable types of minimum amounts of insurance.
- (e) Pay fees as prescribed by lease, license or agreement.

Section 6-4. Specialized Commercial Flying Services. (Reserved)

Section 6-5. Mobile Aircraft Maintenance and Repair Services.

A Mobile Aircraft Maintenance and Repair Services Operator means a person providing one or more of the following services at the aircraft based location or within a designated aircraft maintenance areas on the Airport: airframe, engine or accessory over-haul; repair services on aircraft; and sales of aircraft parts and accessories. A Mobile Aircraft Maintenance and Repair Services Operator shall:

- (a) Either: (1) employ at least one (1) 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) maintain a current FAR Part 145 Certificate.
- (b) Not conduct major aircraft alterations or repairs or business activities at any time inside t-hangars or other structures not designed for such function. Specific lease agreement and/or City fire codes shall determine what hangars or other structures shall be approved for major aircraft alterations or repairs.
- (c) At all times maintain in effect the applicable types and minimum amounts of insurance specified in Airport Rules and Regulations.
- (d) Pay fees as prescribed by lease, license, permit or agreement.

Article 7. Aviation Related Businesses

Section 7-1. Commercial Aviation Related Businesses.

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