



COTTONWOOD MUNICIPAL AIRPORT

AERONAUTICAL COMMERCIAL

MINIMUM OPERATING STANDARDS

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Article 1. Introduction/Purpose

The City of Cottonwood is vitally interested in encouraging and facilitating commercial initiatives and profitable business at the Cottonwood Municipal Airport. The Federal Aviation Administration (FAA) has determined that it is the prerogative of the airport owner (sponsor) to establish minimum operating standards to establish the threshold entry criteria for those wishing to engage in providing aeronautical services to the public on the airport. Airports receiving Federal funding provide the assurance that they will make the airport available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical use. One of the ways that we can assure that this standard is met is through the adoption and enforcement of these Commercial Minimum Operating Standards.

The City of Cottonwood's interest in these standards is threefold.

1. First and quite simply, to be fair, the City desires to provide a standard that all airport businesses will follow regardless of whether the business leases space from the airport or not. The City desires to ensure that all businesses compete, provide services, and thrive on an equal playing field.
2. Second, it is the Airport's responsibility to protect the airport users and the citizens of Cottonwood from financial risk, w h i c h may result from commercial business activity at the airport.
3. Finally, these standards are intended to assist businesses in accelerating economic activity by providing a predictable and stable businesses environment to utilize when considering establishing a business at the Cottonwood Municipal airport.

To be clear, the requirements defined within this document apply to all commercial enterprises that engage in business within the Cottonwood Municipal Airport secured area. Also, the requirements will be the same for any business outside of the secured area which are designated as aeronautical use areas. If a business only uses the airport for "touch and go" activities for which a paying customer enters the airport secured area inside of an aircraft and the aircraft operates under normal aviation activity on city property, then this policy does not apply. These requirements shall also not apply to the non-aeronautical businesses located outside the airport secured areas designated as non-aeronautical under long-term leases unless the business also conducts business inside of the secured area.

However, if a commercial enterprise brings customers to the airport in company vehicles, asks customers to enter the airport secured area (or terminal building) under their own volition, or conducts commercial operations within the airport secured area, then these Commercial Minimum Operating Standards apply.

Section 1-1. Definitions and Acronyms

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

Major Alterations/Maintenance/Repairs: As defined in the Federal Aviation Regulations (FAR) part 43 under Major Alterations.

Minor/light duty Alterations/Maintenance/Repairs: As defined in the Federal Aviation Regulations (FAR) part 43 under Preventative Maintenance.

Specialized Alterations/Maintenance/Repairs: Any activity that does not fall under either 'Major Alterations' or 'Preventative Maintenance' as defined in the Federal Aviation Regulations (FAR) part 43 under Preventative Maintenance.

Operator: Individual or entity providing Commercial Aeronautical Activity in the aeronautical use of the Airport.

Commercial Activity: An activity, which supplies or directly provides goods, commodities, services, or facilities to the public at the Airport as a regular business activity.

Acronyms:

FBO: Fixed Base Operator NTCO: Non-Tenant Commercial Operator

SASO: Specialized Service Operator

Section 1-2. Application of Minimum Operating Standards

- a. All persons conducting Commercial Activities or Commercial Aeronautical Activities at the Airport shall, as a condition of conducting such activities, obtain a lease, license, permit, and/or agreement with or from the City authorizing such activities pursuant to Article 3, and comply with all applicable requirements concerning such activities as are set forth in these Minimum Operating Standards
- b. These Minimum Operating Standards shall be deemed a part of each Commercial Operator's lease, license, permit, and/or agreement with or from the City unless any such provisions are waived or modified by the City pursuant to Section 1-5. The mere omission of any particular standard from a Tenant's written lease, license, permit, and/or agreement with the City shall not constitute a waiver or modification of such standard in absence of clear and convincing evidence that the City intended to waive or modify such standard.

Section 1-3. Multiple Activities by One Operator

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

Section 1-4. Activities Not Covered by Minimum Operating Standards

Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as developed by the City on a case-by-case basis and are set forth in such Operator's

written lease, license, permit and/or agreement with or from the City. An Operator who wishes to provide any of the services listed below or other services not listed within this document

shall first enter into negotiations with the City of Cottonwood and obtain a specialized permit to be approved by the City Council.

- a. Aircraft fueling and line services;
- c. Sales of aircraft;
- d. Removal of disabled aircraft from operational areas;
- e. Providing customary facilities, amenities, and services to general aviation users, including crew lounges, and flight planning services.
- f. Specialized Commercial Flying Services
- g. Aircraft Management Services
- h. Aircraft Charter or On-demand Air Taxi Services
- i. On-Airport rental car, limousine or other ground transportation services
- j. Aircraft Sales and Services
- k. Concession services
- l. Commercial Drone Operations

Section 1-5. Waiver or Modification of Standards

The Airport Manager may, at his or her discretion, waive or modify any portion of these Minimum Operating Standards for the benefit of any governmental agency performing non-profit public services, performing emergency medical services to the public by means of aircraft or performing fire prevention or fire-fighting operations so long as the use of the airport is not for an extended amount of time. The preferred maximum amount of time would be 10 days unless there is a threat to life or property. The City Council may waive or modify any portion of these Minimum Operating Standards for non-governmental entities when it determines, in its discretion, that such waiver or modification is in the best interests of the City and all parties concerned, and will not result in any competitive inequities among Operators at the Airport.

Section 1-6. Gate Cards for Employees

Employees of Airport Commercial Operators may apply for an airport gate cards and shall be subject to the gate card agreement. An employer may not be given multiple cards for employees. Each employee will be given an individual card.

Section 1-7. Commercial / Signage

Commercial Airport Operators may apply to install signage along the street frontage of the airport. The Operator must apply for a sign permit with the Planning and Zoning Department and comply with all City of Cottonwood zoning and signage requirements. The operator may also apply signage to leased buildings/facilities on airport property in accordance with the Cottonwood zoning and signage requirements. The Operator will be responsible for all costs associated with the purchase, installation, permits, and maintenance of such signage. The sign height shall not impede into any air surfaces and shall not create a hazard to aircraft. Signage and sign heights shall also comply with all FAA regulations.

Article 2. Application Process

Section 2-1. Submittal

Any Person, who desires to conduct a Commercial Activity on the Airport (within the fence area and/or conduct a through the fence operation), shall submit a written proposal/application to the Airport Manager and receive a lease, license, permit, and/or agreement with or from the City authorizing such conduct prior to conducting such activities. Prior to submitting a proposal / application, the applicant should discuss all aspects of the proposal and the proposed operation with the Airport Manager. The applicant shall submit the required information or documentation in the proposal/application and all items described within the permit in Appendix A.

Article 2-5. Fees

Pay all applicable fees as described below:

- a. Lease based fees: This fee shall be based on the space/facility leased by the operator and will be dependent on a negotiated lease. Non-tenant operators shall not be obligated to pay this fee.
- b. Outside Consultant Fees: The Operator shall reimburse the City for any costs associate with the review, approval or processing of the Operator's permit, plans, lease, license, etc. Fees may include, but shall not be limited to attorney's fees, engineering fees, appraisals, Airport Planners fees, etc. The applicant shall have the right to review the consultants cost estimate prior to the work beginning.
- c. Application Fee: The applicant shall pay a fee of \$100 for the processing of the application which shall be due at the time of the application.
- d. Revenue Fee:

All operators shall submit an annual report to the City of Cottonwood detailing all the revenue and revenue generating activity at the Cottonwood airport. The operator shall be obligated to pay a percentage of the revenue generated at the airport to the City based on Table 2.1 below. The annual report and payment shall be due by April 15th of the following calendar year. Some commercial operators may conduct non-revenue generating activities at the airport and therefore will not be obligated to pay a revenue based fee. However, a statement shall be submitted each year verifying that only non-revenue based activities were conducted at the airport. A revenue based fee shall only apply when revenue generating activity occurs at the airport. The report shall be submitted to the City in a sealed enveloped labeled confidential. The Envelope will be turned over to a third party accountant who will verify that the correct fee has been paid.

Table 2.1: Fees

City of Cottonwood Airport Commercial Rates and Fees	
Based Maintenance and Repair (% of Gross Revenue)*	1.50%
Mobile Maintenance and Repair (per Aircraft per repair)*	\$10
Others (as described below)	1.50%
Aircraft and part sales*	0.50%
Banner Towing (per day)*	\$50
Signage 30" W x 30 L (per year)*	\$200
Fuel Flowage Fee for all private tanks *	\$0.10

*Plus applicable tax

Others: Skydiving, Aircraft rental, leasing or storage, washing, detailing, On-Airport rental car services, Aircraft sales Services, Flight Training Services (including non-profit flight training services), Aircraft Management Services, Charter Brokerage Services, aerial photography, and any specialized flying service as defined in Section 7-11.

Article 3. General Contractual Provisions

All Commercial leases, license permits and/or agreements authorizing operators to use the airport permit shall contain the following provisions and conform to any Airport Leasing Policy(s):

- a. The Operator's rights to engage in specific activities at the Airport are non-exclusive.
- b. The Operator shall defend and indemnify the City and its elected or appointed officials, agents, board, commissions and employees from all loss, damages or claims for personal injury or death or for property damage or loss, or for any other damages or loss arising out of the Operator 's or it invitees' use of the Airport. The Tenant shall provide the necessary insurance per Article 4 and shall list the City as additionally insured.
- c. A termination clause allowing the City to terminate the operator's lease, license, permit and/or agreement no later than 30- days after notice of default is given to the operator, if the operator fails to cure its default within the 30-day period; and allowing the City to terminate the Tenant's lease, license, permit and/or agreement immediately if the Tenant fails to maintain the required insurance.
- d. The Operator shall make no improvements or modifications to Airport property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvement of modifications, the Tenant shall submit detailed construction plans and specifications to the City, and upon completion of the construction, the operator shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications shall be constructed in a good and competent manner. All improvements or modifications made to Airport property shall become the property of the City, at no cost to the City, upon the termination of the Tenant's lease, license, permit, and/or agreement. A tenant may conduct general maintenance of an area or structure without the items described above with the express written consent of the Airport Manager.
- e. Tenant shall not sublease or assign any of its rights under the lease, license, permit, and/or agreement with or from the City without the written consent of the City. The Airport Manager may require any potential sub- lessee or assignee to submit to the City financial information at least 30 days prior to a proposed assignment. Sub-leasing may be allowed on a temporary basis if approved in writing from the Airport Manager. Sub- leasing shall not be approved for more than a 5-year period and will require a re-application after five years.

All provisions that the FAA or the City's Federal Airport Grant Assurance Obligations require to be included shall be included.

- f. All operator(s) shall have or shall employ or contract with at least one individual who holds a current FAA (and/or other necessary agencies) certificate/license with appropriate ratings for the service(s) provided and the individual shall be on site when the services are being provided.

The Airport Manager shall be notified of any change in management or license/certificate holder within seven (7) business days of a change. The certificate holder's 24-hour emergency contact information shall be on file in the Airport Manager's office.

- g. Business License: All operators shall provide to the Airport Manager evidence that the applicant has a current business license with the City of Cottonwood.
- h. Operators shall be limited to the spaced leased by the operator or the space lease by the operator's customer.
- i. The operator may use for its activities only such hangars/shades or other structures deemed appropriate per applicable lease agreements, City Fire, and Building Codes.

Article 4. Insurance

Section 4-1. General Insurance Requirements:

Each Operator shall provide to the Airport Manager a copy of a certificate of insurance evidencing that applicant has insurance of the types, and in the minimum amounts required under *Appendix C: Insurance* and meeting the current insurance requirements set forth by the City Risk Manager's office, and naming the City as an additional insured.

Article 5. General Operational Requirements

Section 5-1. Taxiway Access

If paved access from an Operator's premises to the Airport's taxiway system is essential for their business operation and not already provided, each Operator conducting aeronautical activities shall provide such access. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the leased premises.

Section 5-2. Right of Entry Reserved

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

Section 5-3. Personnel and Invitees; Conduct of Business

Each Operator shall at all times designate a manager to supervise its operations at the Airport and designate personnel who are available outside of normal business hours to respond to emergency situations.

Section 5-4. Nuisance; Waste; Damage

No Operator shall conduct or permit any activities, which may result in nuisance, waste, or damage to or at the Airport.

Section 5-5. Hazardous Conditions

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

- a. May constitute a hazardous condition in connection with the operations permitted by the Tenant's lease, license, permit and/or agreement; or
- b. Will invalidate or conflict with any fire or casualty insurance policies or regulations, of the Cottonwood Fire Code.

Section 5-6. Overloading Floors, Structures or Paved Areas

No Operator shall overload any floor, structure, structural member or paved areas on the Airport. Operators may be required from time to time to provide evidence of the weight and specifications of the equipment utilized at the airport.

Section 5-7. Trash

Each Operator may utilize the City provided waste disposal facilities. If a provider is producing a more proportionate amount of waste the provider shall, in disposing of its trash and refuse, use a system of refuse disposal approved by the City at the provider's sole expense.

Section 5-8. Security

Each Operator shall take necessary measures to ensure security in accordance with the guidelines and regulations of the General Aviation Security Overview by AOPA.

Section 5-9. Interference with Utilities and Systems

No Operator shall interfere with the effectiveness or accessibility of any public utility system, drainage system, sewage system, fire protection system, sprinkler system, alarm system, or fire hydrant or fire hoses.

Section 5-10. Fire Equipment

Each Operator shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by applicable Fire Codes. Any Commercial Operator shall provide access to all facilities for Fire Department inspections.

Section 5-11. Vehicles

Vehicles, trailers, aircraft, or other equipment that are stored outside of the leased premises shall be subject to the same storage fees as defined within the Airport Operating Rules.

Section 5-12. Special Events

Airshows and other special events shall be conducted on the airport only pursuant to specific written agreements between the proponent of such activity and the City of Cottonwood, which shall set forth the specific activities to be conducted, the terms and conditions and insurance requirements applicable to such activities. The proponent shall obtain all required FAA approval for the special event.

Section 5-13. Fuel Storage

Fuel Storage shall be allowed only after an operator has obtained a Fuel Storage permit in Appendix B.

Article 6. Non-Commercial Activities

Section 6-1. Flying Clubs

A flying club shall be a non-profit corporation or partnership. Club aircraft must be owned or leased by the club. The club may not offer or conduct charter, air taxi, rental or flight instruction, and only members of the flying club may operate club aircraft. The club shall not permit its aircraft to be used for the giving of flight instruction to any person including club members where such person pays or becomes obligated to reimburse for such instruction except when instruction is given by a lessee or permittee authorized to give such instruction. Exceptions are permitted to the above restrictions when flight instructors or mechanics are club members. Such club member may perform instruction, maintenance or repair services where compensation is limited to credit against payment of dues or flight time provided that such instructors or mechanics have the required FAA certifications and licenses.

Article 7. Non-Tenant Commercial Operating (NTCO) Permit

Section 7-1. Non-Tenant Commercial Operators

A Non-Tenant Commercial Operator (NTCO) is an individual or entity who is not a Tenant, but who conducts a Commercial Activity on the Airport. The term Non-Tenant Commercial Operator includes, but is not limited to, rental car concessionaires, mobile certified mechanics, independent flight instructors, aircraft detailers, mobile oil recyclers, mobile caterers, and others who perform commercial operations without permanent facilities on the Airport. The Term Non-Tenant Commercial Operator does not include any commercial transport provider engaged in providing goods, commodities, or services to the Airport, any Federal, State, or Local Government agency operating at the Airport, or any FBO.

All Non-Tenant Commercial Operators shall obtain, prior to conducting any commercial activity on the Airport, a Commercial Operating Permit authorizing the conduct of such Commercial Activity.

Section 7-2. Requirements

Applicant's requirements for a Commercial Operating Permit must comply with the following requirement, and remain in compliance with these requirements once it obtains a Commercial Operating Permit:

- a. The Operator shall Not be required to lease space at the Airport
- b. Flight Schools and Flight instructors based out of another airport and which only utilize the Airport for normal aviation activity shall not be subject to this section. However, schools or instructors who store aircraft at the airport or conduct ground-based training at the Cottonwood Airport shall be subject to all the requirements of this section.

Article 8. Specialized Aviation Service Operator (SASO)

Specialized Aviation Service Operators are often needed and encouraged by the Airport to meet the demands of Commercial Aeronautical Activities on the Airport.

Section 8-1. SASO Activities

A SASO is an operator which engages in one or more of those commercial aviation activities described in this Article 8 and as stated in the Commercial Operating Permit. An operator who provides one or more of these services, but does not lease space from the airport shall not fall under this section, but instead section 7.0 Non-Tenant Commercial Operator. The operator shall provide/lease adequate training facilities for the amount and type of training involved so that the operator's use of the airport does not hinder or interfere with the use of the airport by other airport users.

Section 8-2. Hangar / Shade / Leasing Services

A hangar/shade/leasing services operator engages in the business of leasing or selling hangars or shades to aircraft owners or operators solely for aircraft and/or aeronautical storage purposes. A hangar/shade/leasing services operator may engage in the business of constructing the hangars to be leased. A hangar/shade/leasing services operator shall comply with the following minimum standards. The construction plans and specifications for any hangars to be constructed, including minimum hangar sizes and architectural design plans, are subject to the written approval of the City. The hangar operator shall provide to the Airport Manager a tenant list that includes the tenant(s) name, address, phone number and aircraft type, model and N-number.

Section 8-3. Aircraft Rental Services

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

- a. The operator shall supply an employee or personnel to assist non-airport tenants onto the field for the use of the operator's aircraft and other facilities. The employee shall not be required to be on site other than when a customer needs access to the restricted areas of the airport. The employee/personnel may be the owner of the company.

Section 8-4. Flight Training

A flight instructor which does not lease space at the airport shall fall under Article 7 instead. A flight-training operator which leases space at the airport shall provide/lease adequate training facilities for the amount and type of training involved so that the operator's use of the airport does not hinder or interfere with the use of the airport by other airport users.

Section 8-5. Banner Towing Operations

Banner tow operations are prohibited unless expressly authorized by the Airport Manager in writing. Any banner tow operator must obtain a commercial permit from the airport to perform such operations. A ground crew consisting of at least one individual is required for all banner tow operations. Banner tow pickup and drop operations will be conducted only in areas designated by the Airport Manager for such activities.

Appendix A: Commercial Operator Permit



CITY OF COTTONWOOD AIRPORT COMMERCIAL OPERATING PERMIT

Business or Activity to be conducted (check all that apply):

- Aircraft Fueling and Line Services
- Major Aircraft Alterations/Repairs
- Sale of aircraft parts or services
- Aircraft detailers and washing services
- Mobile oil recyclers
- Aircraft Charter Services
- Removal of disabled aircraft from Operational areas
- Provides services to aviation users such as: lounges, conference room, flight planning services, etc.
- Mobile oil recyclers
- Aircraft Charter Services
- Aircraft Rental Services.
- Sub contracts for any of the services described above.
- Rental cars services ___ on airport ___ off airport
- Hangar/shade Leasing Service
- flying club
- Mobile certified mechanics
- Skydiving
- Independent flight instructors, Flight training services
- Other

Applicant Business Name: _____

Authorized Representative, Title: _____

Email Address: _____ Work #: _____ Cell #: _____

Mailing Address: _____ City: _____ St: _____ Zip: _____

Billing Address: _____ City: _____ St: _____ Zip: _____

After Hours/Emergency Contact Name & Phone #: _____

After Hours/Emergency Contact Name & Phone # for all license and certificate holders:

The Applicant hereby request the above action(s), and in consideration of the request being granted, agrees to the following:

1. **FEE PAYMENT:** The applicant agrees to pay all applicable fees on time, and all required fees including late fees, interest, and penalties without deduction of any kind.
2. **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to the approved business activity listed above.
3. **INFORMATION CHANGES:** The Applicant shall notify Airport Administration, in writing within fifteen (15) days, of any change to the information provided.
4. **RELEASE OF LIABILITY:** The City assumes no liability for damage or loss to personal property while operating at the Cottonwood Airport.

5. INDEMNIFICATION: The Applicant and invitees shall indemnify the city pursuant to Article 4. As required by the Airport Minimum Commercial Operating Standards, permit holder shall endorse all liability insurance policies to include the City of Cottonwood as an additional insured.

Applicant further agrees to waive their insurer's subrogation rights against the City of Cottonwood and its Officers, Directors, Commissioners and Employees.

6. COMPLIANCE WITH THE LAW: The Applicant shall comply with all applicable City, County, State and Federal laws, ordinances, rules and regulations.
7. All permits shall expire 3 years from the date of approval unless otherwise approved by the City Council.
8. Operator shall comply with the attached additional information.

Please check the box for each item attached and submitted with the application if applicable:

- | | |
|---|---|
| <input type="checkbox"/> Lease Agreement | <input type="checkbox"/> Business License |
| <input type="checkbox"/> Sub Lease Agreement | <input type="checkbox"/> FAA Certificates |
| <input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Other: _____ |

Have you been convicted of a felony? Yes or No

Have you ever been dismissed from an airport as a business? Yes or No

Have you been involved in any litigation proceedings with any airport in the last 10 years?
Yes or No

Have you or your company been cited by the FAA for a violation within the last 10 years?
Yes or No

If an answer to yes on any of the above questions please attach an explanation.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Applicant Signature: _____ Printed Name: _____

Date: _____

- By checking this box, I affirm that the information entered above is accurate and that the name typed above represents my official signature.**
- By checking this box, I affirm that I have read the most recent version of the airport grant assurances and agree to comply with all applicable grant assurances.**

Please save a copy of this form for your files.

The form may be submitted to: Airport Manager, 1490 W Mingus Ave, Cottonwood, AZ 86326

XX

For Staff Use Only

Application, permits, and insurance reviewed by: Staff Comments, Stipulations:

Approved by the Airport Manager: _____ **Date:** _____

A. *Additional Information*

Include the following required information or documentation in the proposal or application:

- a. A detailed description of the scope of the intended operations, including all services to be offered and the limit of the services to be offered;
- b. The amount of land, office space, and/or aircraft storage areas required for the operation;
- c. A detailed description of any improvements or modifications to be constructed or made to airport property, including cost estimates and a construction timetable;
- d. The proposed hours of operation;
- e. Documentation of the applicant’s financial capabilities to construct any improvements and to conduct any proposed activities. The applicant shall submit all financial statements to the City in an envelope, which shall be labeled ‘Confidential Financial Statements.’ The envelope shall then be turned over to a third party auditor who will respond to the City with a pass or fail statement based on the financial statement. At no point shall the financial statement become public record.
- f. A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, FAA or other appropriate agencies certificates, if applicable;
- g. The commencement date for the applicant's activities and the term of the lease, license,

- permit or agreement sought, including all option periods.
- h. Documentation of the applicant's ability to be insured per Article 4: Insurance.
- i. If the applicant is a corporation, a copy of the Articles of Incorporation as filed with the Corporation Commission;
- j. If the applicant is a limited liability company, a copy of the Articles of Organization as filed with the Corporation Commission;
- k. If the applicant is a limited partnership, a copy of the certificate of limited partnership as filed with the Secretary of State;
- l. If the applicant is a general partnership, a copy of the written partnership agreement, if any.
- m. A list of all proposed sub-contractors or any entity conducting business for the applicant who is not employed by the applicant, and conducts business at the airport as described in Article I. All subcontractors will be subject to the same terms of the Operations Standards as the applicant.

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

B. Temporary Airport Commercial Operating Permit

Any commercial operator not holding a lease of commercial operating permit wishing to perform commercial services on a temporary basis is required to obtain a permit. The Airport Manager shall respond to an application within thirty (30) days. An application for a permit must comply with the following requirements:

- a. Provide copies of applicable FAA licenses, and/or ratings required for the work to be completed to the airport manager.
- b. Provide an original copy of a certificate of insurance for the insurance specified in Article 4.
- c. Provide a current business license with the City of Cottonwood.
- d. Comply with all applicable provisions of the City of Cottonwood Code, Airport Rules and Regulations, Minimum Operating Standards, and Federal, State and local laws and ordinances, and the City's Federal Airport Grant Assurance Obligations.
- e. Pay all applicable fees set for the activity listed in Article 2.

C. Processing the Application

The Airport Manager will be responsible for processing the applications for a lease, license, permit, and/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. A response will be given to the applicant within thirty (30) days of the City receiving the application. 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 of these Standards.
- b. The proposed activities are likely to create a safety hazard at the Airport or are not in alignment with FAA regulations;
- c. The activities will require the City to spend funds, or to supply labor or

materials as a result of the applicant's activities, or will result in a net financial loss to the City;

- d. No appropriate space or land, as determined by the Airport Manager, 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 (over and above the design capacity of the facilities), a reduction in airport capacity, or an undue interference with airport operations or the operations of any existing airport users.
- g. The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease, license, permit or agreement;
- h. The applicant or any of its principals has a record of violating the Rules and Regulations, these Minimum Operating Standards, the FAR or any other applicable laws, rules or regulations;
- i. The applicant does not have the technical or financial capabilities to properly conduct the proposed activities.
- j. Applicants who are delinquent on any past payments to the City.

D. Appeal Process

The decision of the Airport Manager on all such matters shall be final unless the applicant files an appeal to the City Manager within thirty (30) calendar days of receiving written notice of denial. In the event of such a timely appeal, the decision of the City Manager may also be appealed to the City Council if necessary.

Appendix B: Fuel Storage Permit



COTTONWOOD AIRPORT FUEL STORAGE PERMIT

(Required for fuel storage on the airport or in the airpark)

Applicant (Business Name): _____

Authorized Representative, Title: _____

Email Address: _____ Work #: _____

Cell Phone: _____ 24 hr. Emergency Contact #: _____

Mailing Address: _____ City: _____ St: _____ Zip: _____

Billing Address: _____ City: _____ St: _____ Zip: _____

Billing Phone: _____ Billing Email: _____

Aircraft Storage Location/Hangar Address: _____

The Applicant requests approval to store fuel for based aircraft on the Airport or in the Airpark, and agrees to the following:

1. **PERMIT LIMITATIONS:** This permit may not be assigned or transferred. A holder of a Fuel Storage permit shall not dispense or permit the dispensing of aircraft fuels into non-based aircraft.
2. **INFORMATION CHANGES:** The Applicant shall notify Airport Administration, in writing within fifteen (15) days, of any change to the information provided.
3. **COMPETENCY:** The Applicant certifies the fuel storage area has received a Fuel Facility Permit from the Airport; personnel engaged in fuel storage are properly trained in aircraft fueling, fuel handling, and associated safety procedures, and will conform to the best practices for such operations. Examples of safe fuel handling practices may be found in the National Fire Protection Association (NFPA) document 407, and FAA Advisory Circular 150/5230, as amended.
4. **INDEMNIFICATION:** The Applicant shall indemnify the City pursuant to Section 4 of the Cottonwood Revised Code. Applicant shall grant City representatives access to fuel storage areas and all fuel storage records at reasonable times for purposes of determining compliance with the law.
5. **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules, and regulations.
6. All permits shall expire one (1) year from the date of approval unless otherwise approved by the City Council
7. All Operators shall comply with all applicable provisions of the Cottonwood City Code; Airport Operating Rules; Airport Minimum Operating Standards; Federal, State and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.
8. Operator shall comply with the attached additional information.
 - Have you been convicted of a felony? Yes or No
 - Have you ever been dismissed from an airport as a business? Yes or No

- Have you been involved in any litigation proceedings with any airport in the last 10 years? Yes or No
- Have you or your company been cited by the FAA for a violation within the last 10 years? Yes or No
- **If an answer to “Yes” on any of the above questions please attach an explanation.**

ATTACH: Certificate of Insurance Approval Letter from the Fire Department
 Aircraft Storage Permit Commercial Operator Permit

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Applicant Signature: _____ Print: _____

Date: _____

- By checking this box, I affirm that the information entered above is accurate and that the name typed above represents my official signature.
- By checking this box, I affirm that I have read the most recent version of the airport grant assurances and agree to comply with all applicable grant assurances.

XX
 FOR STAFF USE ONLY:

Indicate applicable documents to be given to Applicant:

- NFPA407 Standards for Aircraft Fueling Services

Application, permits, and insurance reviewed by: _____

Date: _____

Airport Manager’s Comments/Stipulations:

Approved by Airport Manager or Designee: _____

Date: _____

A. Additional Information: Fuel Storage Requirements

- a) This section governs Fuel Storage at the Cottonwood Airport and the standards under which Fuel Storage Permits are granted upon application as provided herein.

- b) Any person authorized to perform Fuel Storage activities at the Airport (hereinafter referred to as the "Permittee" or an "employee") must comply with all applicable requirements concerning such activities as set forth in these Rules and Regulations and any amendments later duly enacted.
- c) These Rules and Regulations, as modified or amended, shall be deemed a part of each fuel storage Permit unless otherwise provided in the Permit. The mere omission of any particular standard from a written permit shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the Airport intended to waive or modify such standard.
- d) Fuel storage shall be allowed only after the Permittee has obtained a fuel storage Permit.
- e) Permittee's fuel dispensing activities shall consist of and be limited to fuel storage by the Permittee or the Permittee's bona fide employee of aircraft and fueling equipment, which the Permittee owns or exclusively leases for its own use of one (1) year or more. Self- Fueling or fuel storage Co-Ops are prohibited.
- f) Permittee or its appointed employee must transport and dispense the Permittee's own products.
- g) Fueling is permitted into approved aircraft and ground service equipment only. Permittee must identify each aircraft it intends to self-fuel. Each such aircraft shall be identified on the fuel storage Permit. Permittee shall be entitled to add or delete aircraft that it owns or sells to the fuel storage Permit, but may not fuel any aircraft not identified on the fuel storage permit. Fueling of aircraft not specifically approved and identified on the fuel storage Permit, non-aviation vehicles including jet skis, boats, automobiles, recreational vehicles, all-terrain vehicles, and sand rails is strictly prohibited. Commercial dispensing of fuel products is strictly prohibited. Any such fueling shall result in an immediate revocation of the fuel storage Permit and fuel storage privileges.
- h) The aircraft being fueled and all equipment used to fuel said aircraft must be owned or used under an exclusive lease agreement for not less than one year by the Permittee. Documentation to prove ownership of aircraft and fuel storage equipment, including vehicles used for product transport, will be submitted with the fuel storage Permit application and kept current for the duration of the Permit. Permittee shall notify the Airport, and provide updated proof of ownership documentation reflecting any changes in status of ownership of aircraft or fuel storage equipment within ten (10) business days such that the information may be updated on the Self Fuel Permit. If as a result of the change in ownership, the Permittee no longer has any aircraft identified on the permit, then the permit will automatically terminate in ninety (90) days, unless the Permittee notifies the Airport of a replacement aircraft within the ninety (90) days.
- i) Permittee shall have sole responsibility for maintaining fuel quality standards in all phases of fuel dispensing operations. Prior to any fuel storage operation, the fueling equipment shall be bonded by use of a cable, thus providing a conductive path to equalize the potential between fueling equipment and other fueling equipment or an aircraft.
- j) Only fuel dispensing equipment and/or fuel trucks that are specifically identified in the fuel storage Permit are permitted on airport property.
- k) Any fuel transfer between fuel delivery trucks or trailers into fuel tanks shall only be done during daylight hours. Only fuel dispensing equipment and/or fuel trucks that are specifically identified and approved for overnight storage on the Self-Fuel Permit may be parked overnight on the Airport. The Self-Fuel Permit shall identify the location of a storage tank.
- l) Fuel storage equipment will operate only on the established roadways and routes on the Airport as designated by the Airport on the fuel storage Permit. Fueling operations are restricted to specific locations as designated on the fuel storage permit.
- m) Permittee shall give the Airport access to Permittee's fuel storage equipment on the Airport for the purpose of inspecting the equipment. Fuel storage and dispensing records shall be subject to inspection by the Airport upon 24-hour notice. Such inspection may include, but not be limited to,

taking meter readings, and reviewing and inspecting fuel storage records, fueling apparatus, training records, emergency equipment, and any and all materials for safe fuel handling.

- n) It is the responsibility of the Permittee to ensure all equipment conforms to, and is in compliance with Federal and State Department of Transportation regulations, where applicable. The failure of any such equipment to meet any such regulation shall result in the removal of that equipment for the Self-Fuel permit approved equipment list.
- o) Hold-open devices are prohibited. For all fueling equipment.
- p) No person will smoke within one hundred (100) feet of the aircraft during any fueling operation. Open flames within one hundred (100) feet of any fuel servicing operation or fueling equipment are prohibited.
- q) Open flames within one hundred (100) feet of any fuel servicing operation or fueling equipment are prohibited. This shall include but not be limited to the following: lighted cigarettes, cigars, or pipes, heaters, heat-producing, welding, cutting devices and blowtorches, open flame lights.
- r) There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Tanker trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- s) Positive control of fuel flow must be maintained at all times. Pouring of fuel in over wing fueling operations shall not be permitted from a container with a capacity of more than six (6) gallons.
- t) Hot fueling of helicopters, except as provided under National Fire Protection Association (N.F.P.A.) regulation, are prohibited. Aircraft shall not be fueled while any aircraft engine is running except in accordance with N.F.P.A. 407 Section 5.21.2 requirements.
- u) All aviation fueling equipment with a capacity of more than six (6) gallons shall be prominently labeled in large block letters indicating the following information: Type of fuel stored or dispensed, "NO SMOKING," "FLAMMABLE," Tail numbers (N#s) of all aircraft authorized to receive fuel from said equipment and identified in the Self-Fuel Permit.
- v) Fueling while passengers are on board is prohibited unless where applicable a passenger loading ramp is in place at the cabin door of the aircraft, the aircraft door is in the open position and a member of the flight crew is present at or near the cabin door. When a medical patient is on board, a fire truck must be standing by and positioned in such a way as to have the ability to immediately fight a fire.
- w) All fuel spills of five (5) gallons or more must be reported to the Cottonwood Airport so that the spill can be dealt with in a safe and expeditious manner. Permittee must have fuel spill containment materials available prior to any fueling operation.
- x) Applications for fuel storage Permits are available from the Cottonwood Airport. Applicant shall fill out the application and submit to the Cottonwood Airport Manager.
- y) The Airport may terminate any fuel storage Permit for any reason where such action is necessary to public health, safety and welfare of the Airport as determined in the sole discretion of the Airport upon giving Permittee ten (10) day notice.
- z) The Airport may immediately terminate any fuel storage Permit for non-payment of fees or violation of any of the requirement of this fuel storage policy. Any violation of the fuel storage Permit shall also be a breach of the Permittee's Commercial License or Lease.
- aa) The terms of the fuel storage Permit shall be month-to-month and subject to renewal on an annual basis.
- bb) Fees: Fees will not be assessed at this time, but the Cottonwood City Council reserves the right to assess fuel flowage fees in the future.

- cc) Permittee shall at all times comply with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [CERCLA], 42 U.S.C. Sections 9601 et seq., as amended by the Superfund Amendment and Reauthorization Act [RCRA] including Subtitle I, Underground Storage Tanks; the Toxic Substance Control Act [TSCA], 15 U.S.C. Sections 2601 et seq.; the Public Health Service Act [(Title XIV) PHSA] a.k.a. the Safe Drinking Water Act [SDWA] and SDWA Amendments of 1996, 42 U.S.C. Sections 300f et seq.; the Federal Water Pollution Control Act [FWPCA], as amended by the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the Clean Air Act, 42U.S.C. Sections 7401 et seq.; Title 49 of the Arizona Revised Statutes, including the Arizona Environmental Quality Act, A. R. S. Sections 49-201 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. Sections 49-921 et seq.; the Arizona Underground Storage Tank Regulation Act, A.R.S. Section 49- 1001 et seq.; the Occupational Safety and Health Act of 1970 as amended, 29 U.S.C. Sections 651-678 and the regulations promulgated there under and any other laws, regulations and ordinances (whether enacted by local, state or federal government) now in effect or hereafter enacted, that provide for the regulation or protection of human health or the environment, including the ambient air, ground water, surface water, and land use, including substrata soils. Any violation of any of the above shall contribute a breach of the fuel storage Permit.
- dd) Permittee shall indemnify, defend and hold harmless, on demand, the City of Cottonwood, the City of Cottonwood Airport, its successors and assigns, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, for, from and against any and all liabilities, obligations, damages, charges and expenses, penalties, suits, fines, claims, legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons, the environment or premises and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, human health or the environment pursuant to any Environmental Law, the common law, or other statute, ordinance, rule, regulation, judgement or order of any governmental agency or judicial entity, which are incurred or assessed as a result, whether in part or in whole, of any use of the Airport during the term of the Permit or any previous lease or users of the Airport during the term of the Permit or any previous lease or uses of the Airport by Permittee or its owners or affiliated entities, agents, employees, invitees, contractors, visitors or licensees. Regardless of the date of termination of the Permit Permittee's obligations and liabilities under this Section shall continue so long as Airport bears any liability or responsibility under the Environmental Laws arising from Permittee's use of the Airport during the term of the Permit. This indemnification of Airport by Permittee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state or local government agency or political subdivision because of regulated substances located on the Airport or present in the soil or ground water on, or under the Airport.
- ee) Without limiting the foregoing, if the release by Permittee of any regulated substance on or under the Airport results in any contamination of Airport property, permittee shall promptly take all actions at its sole cost and expense that are necessary to mitigate any immediate threat to human health of the environment. Permittee shall then undertake any further action necessary to return the contaminated site to the condition existing prior to the introduction by Permittee of any regulated substance; provided that Airport's approval of such actions shall first be obtained. Permittee shall undertake such actions without regard to the potential legal liability of any other person; however, any remedial activities by Permittee shall not be considered to impair Permittee's rights, if any, to seek contribution or indemnity from another person.
- ff) The Airport shall have the right to access, within ten (10) days of Permittee's receipt of written request, and copy any and all records, test results, studies, and/or other documentation, other than trade secrets and legally privileged documents, regarding environmental conditions relating to the use, storage, or treatment of regulated substances by Permittee on or under the Airport.

gg) Permittee shall immediately notify the Airport in writing of any of the following:

- Any Correspondence or communication from any governmental agency regarding the application of Environmental Laws to the Airport of Permittee's use of the Airport;
- Any Changes or Permittee's activities on the Airport that will change or have the potential to change Permittee's or Airport's obligations or liabilities under Environmental Laws;
- Any assertion of a claim or other occurrence for which Permittee may incur an obligation under this Section.

hh) Any permittee utilizing any fuel distribution system or fueling vehicle shall obtain pollution, products liability, and automobile liability insurance naming the Airport as additional insured with liability limits described in Table 4.1. Permittee shall obtain a certificate of insurance, which shall demonstrate such insurance and deliver it to the Airport prior to the issuance of any Fuel Storage Permit. Such insurance certificate shall state that it may not be cancelled for any reason except upon thirty (30) days' notice to the Airport. In the event that such insurance is cancelled for any reason, the Fuel Storage Permit shall be immediately revoked.

ii) Fuel storage tanks shall be placed in designated areas only and a minimum of 50 feet away from buildings. In addition, when possible fuel storage tanks should be placed downgrade of existing facilities.

Appendix C: Insurance Requirements

Appendix C: Insurance

Section C-1. General Insurance Requirements

Unless otherwise specified in Articles 6 through 8, each operator conducting a Commercial Activity shall at all times maintain in effect the following types of insurance as applicable to the business to be conducted and in accordance with the minimum insurance requirements for Commercial Aeronautical Activity Providers, as determined by the City Risk Manager:

- a. Comprehensive general liability insurance, on an occurrence basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury. The aggregate limit must be twice the per occurrence limit. Coverage must include damage to premises rented (fire damage liability). Airport premises liability may be used in place of comprehensive general liability. The minimum amount shall be as shown in Table 4.1 combined single limit per occurrence;
- b. Automobile liability insurance combined single limit includes coverage for bodily injury and property damage covering any auto, owned, non-owned or hired; operators, which utilize vehicles, trailers, etc. owned by the company on airport property, shall provide Automobile liability insurance. Individuals who store private vehicles at the airport shall not be required to provide insurance on the vehicles. However, Flying clubs or other organizations/individuals, which allow multiple users to utilize vehicles will provide automobile liability insurance.
- c. Fire and Extended casualty coverage for all improvements and fixtures on the tenant's premises in an amount not less than the full replacement value thereof, to the extent the tenant has an insurable interest in such premises;
- d. Worker's compensation limits based upon statutory requirement and employer's liability coverage;
- e. Aircraft liability insurance in the amount as shown in Table 4.1 combined single limit per occurrence;
- f. If applicable hangar keeper's liability insurance in the amount shown in Table 4.1 combined single limit per occurrence;
- g. If applicable products liability insurance in the amount shown in Table 4.1 combined single limit per occurrence;
- h. Pollution liability on an occurrence basis that includes bodily injury or property damage arising out of the actual or alleged release, dispersal, discharge, etc. of pollutants.
- i. Property insurance on an all risk basis for any tenant improvements.
- j. City of Cottonwood is to be named as an additional insured on all required coverage's and the coverage should be primary and non-contributory with respect to all other sources including any City insurance or self-insurance.
- k. Any activity not specified herein will be evaluated individually by the City's Risk Management Department and an appropriate insurance requirement will be set with the activity. In addition, any increase in the amount of activity by a commercial operator must be first approved in writing from the City. Increase in activity may require an increase in insurance requirements.

Section C-2 General Insurance Adjustments by Risk Manager

- b. 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.
- c. Minimum insurance requirements may be adjusted on a case-by-case basis by the City's Risk Manager and City Manager if approved by the City Council.

Section C-3. Form; Acceptance by City

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

Section C-4. Indemnification

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

Table 4.1: Airport Insurance Rates and Fee Schedule (All amounts are in increments of \$1,000,000). Operators shall only be required to provide automobile liability insurance if a company owned/leased vehicle is operated on airport property.

Legend - N: Not Applicable R: Required

	Aircraft Fueling Line Service	Major** Aircraft Alterations	Aircraft Detailing and Washing	Sale of Aircraft Parts / Services	Specialized**Aircraft Repair	Minor** Aircraft Maintenance	Removal of Disabled Aircraft	Hangar Shade Leasing Services, <50,000 sq. ft.	Aircraft Leasing, rental or Charter or Specialized Commercial Flying Services.	Skydiving, 0-1,250	Skydiving,1,250-2,500	Skydiving, 2,500 + operations/year	Fuel Storage (not for sale) ³	Other Categories* (listed below).
Commercial General Liability ¹														
Occurrence	5	5	1	2	2	1	2	1	1	1	1	1	3	1
Aggregate	5	5	2	3	4	2	3	2	2	3	4	3	2	
Commercial/Business Automobile Liability (combined single limit)¹														
		1	1	1	N	1	1	1	N	N	N		1	N
Hangar Keeper's Liability ^{1,2}														
	N	3	N	N	3	N	N	3	3	N	N	N	N	N
Aircraft and Passenger Liability¹														
	N	N	N	N	N	N	N	N	1	1	1	1	N	N
Property Insurance Fire and Extended Casualty Coverage¹														
	R	R	N	N	R	N	N	R	R	N	R	R	R	R
Products Completed Operations Liability¹														
	5	5	N	N	3	1	N	N	N	N	N	N	N	N
Environmental Impairment Liability (combined single limit)¹														
Occurrence	1	1	N	N	N	N	N	N	N	N	N	N	1	N
Aggregate	2	2	N	N	N	N	N	N	N	N	N	N	2	N
Worker's Compensation (limits based on statutory requirements (\$100,000/\$100,000/\$500,000)														

*Other Categories: On-Airport rental car services, Aircraft sales Services, Flight Training Services (including non-profit flight training services), Aircraft Management Services, Charter Brokerage Services, aerial photography, not-for-profit flying clubs, banner towing and any specialized flying service.

** : see section 1-1 Definitions

- 1: When Coverage or limits set forth in Table 4.1 are not commercially available, appropriate replacement coverage or limits must be approved in advance, by the Airport Manager.
- 2: Operators utilizing only company owned Aircraft are not required to have Hangar keepers Liability Insurance. 3: The amount of insurance may vary depending on volume, type of container, mobile operation, containment etc.

All Fuel tanks shall conform to all Federal, State, and Local laws pertaining to fuel storage.

All Policies including Worker's Compensation shall contain a waiver of rights endorsement in favor of the Airport and the City of Cottonwood. The City must be listed as additionally insured on all policies except for Worker's compensation. The Certificate Holder is The City of Cottonwood, 827 N. Main Street Cottonwood, AZ 86326.