



Mohave County Airport Authority  
2550 Laughlin View Dr  
Bullhead City, AZ 86429  
928-754-2134

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# Rules and Regulations

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Mohave County Airport Authority

*Laughlin Bullhead International Airport*

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July 19, 2022



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## **1. INTRODUCTION**

### ***1.1. Purpose***

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public, Tenants, and users of the Laughlin Bullhead International Airport (Airport), and to prevent any activity(ies) or action(s) which would negatively interfere with the safe, orderly, and efficient use of the Airport.

### ***1.2. PMCD General Provisions***

General Provisions, which are those provisions common to all Primary Management Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations by reference.

### ***1.3. PMCD Definitions and Acronyms***

The defined terms and acronyms utilized throughout the PMCDs are defined and identified in Appendix B of these Rules and Regulations and are capitalized whenever used in the PMCDs. Words that are not defined shall be construed consistent with common meaning or as generally understood.

### ***1.4. Airport Sponsor, Operator, and Governing Body***

The Airport is owned by Mohave County, Arizona and operated and governed by the Mohave County Airport Authority (Authority).

### ***1.5. Authority of the Airport Director***

The Authority has authorized the Airport Director (or designated representative) to interpret, administer, and enforce these Rules and Regulations and the PMCDs. During emergency situations, the Airport Director is empowered to issue such directives, variances, and/or exemptions and to take such action that, within the Airport Director's discretion and judgement, are necessary or desirable to safeguard the safety, security and efficiency of the Airport and the public. The Airport Director shall be subject to the direction, authority, and control of the Authority and shall act as their official representative pertaining to aviation matters for the Authority. The Airport Director's powers and duties include, but are not limited to, the following:

- designate aircraft operating, parking, and other such areas necessary for the safe, efficient operation of the Airport;
- assign aircraft parking, Hangar, and tiedown spaces;
- order unauthorized aircraft to leave the Airport;
- promulgate regulations for the operation and administration of the Airport.

### ***1.6. Enforcement***

In addition to enforcement authority designated to the Airport Director, the enforcement of all Legal Requirements pertaining to fire protection and Hazardous Materials (within its jurisdiction) shall be administered by the Airport Fire & Operations Department (Fire Department). All other Legal Requirements (within its jurisdiction) shall be enforced by the Bullhead City Police Department (Police Department) and Law Enforcement Officers.

Violation of these Rules and Regulations, the PMCDs, applicable Legal Requirements, or directives issued by the Authority, Airport Director, Fire Department, Police Department, or Law Enforcement Officers or jeopardizing the safety or security of persons and entities utilizing the Airport may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of Agreement(s); and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority.

***1.7. Prior Rules and Regulations***

These Rules and Regulations supersede and replace Chapters 2, 6, and 10 of the Airport Rules and Regulations and Minimum Standards dated May 2008 (“Prior Rules and Regulations”). All other provisions of the Prior Rules and Regulations remain in full force and effect.

## **2. GENERAL**

### **2.1. Access To, Entry Upon, or Use of the Airport**

Access to or entry upon the Airport shall be made only at locations designated by the Airport Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person who is provided access to or use of the Airport, whether directly or indirectly, express or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

### **2.2. Restricted Areas, Sterile Areas, and Secured Areas**

Access to any restricted area is limited to authorized persons with a valid Airport Identification Badge, under appropriate supervision or escort, or as otherwise approved by the Airport Director.

Unescorted access or entry to Sterile Areas, or certain parts thereof, is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding or gate pass, possess a valid Sterile Area Badge, possess a valid Airport Identification Badge, or be a person under appropriate supervision and escort by a person with escort privileges.

Secured Areas are the areas where air carrier aircraft operate, enplane, and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures. Unescorted access to Secured Areas, or certain parts thereof is limited to persons possessing a Secured Area badge.

### **2.3. Airport Identification Badge**

Only persons with an Airport Identification Badge may have unescorted access to the Restricted Area. To acquire an Airport Identification Badge, a person shall complete and submit an Airport Identification Badge Application to the Authority and successfully complete all required badging security protocols for the type of access desired (including applicable training programs, background checks, and payment of applicable fees).

Prior to obtaining an Airport Identification Badge for an employee of a Tenant, an Airport Identification Badge Application must be cosigned by an authorized individual representing the Tenant.

A person who violates Airport Identification Badge usage protocols is subject to violation enforcement policies established by the Authority. Based on the severity of a usage violation, the Airport Director may determine appropriate disciplinary action up to and including fines and permanent revocation of access privileges.

No person shall use an Airport Security Badge that has been issued to another person.

No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the Authority.

### **2.4. Security**

The Airport Security Department has the overall responsibility for security of the Airport subject to applicable Legal Requirements.

Tenants are responsible for the security of entity's Premises and shall comply with the Authority's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use. The Airport Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Authority. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the Authority.

Unless under approved escort, no person shall follow another person into an Airport Restricted Area. Each individual must use an approved Airport Identification Badge to access the Airport through any restricted entry point. The use of an Airport Identification Badge is restricted to the authorized individual.

### **2.5. Commercial Activities**

No person or entity shall conduct Commercial activity of any nature whatsoever at the Airport without first procuring a Commercial Operating Permit from the Authority.

Any person or entity desiring to engage in or is actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with the Airport's Rules and Regulations and Minimum Standards (Minimum Standards), as developed and amended from time to time.

Based Aircraft shall not be used for Commercial Aeronautical Activities unless expressly authorized by an Agreement with the Authority. Based Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's immediate family.

Any entity desiring to engage in any non-aeronautical Commercial activity (including photography or filming) at the Airport shall obtain written permission from the Authority prior to engaging in such activity.

### **2.6. Accidents**

Any person involved in or witnessing an Accident resulting in injury, death, or damage to Property shall immediately call "911" and notify the Authority. If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the Authority, Police Department, Airport Director, Law Enforcement Officers, Fire Department, and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the Authority, the Police Department, Law Enforcement Officers, the Fire Department, or any other Agency having jurisdiction over the Accident scene.

### **2.7. First Amendment Activities**

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the Airport Director. The Airport Director shall not issue any written permission unless the proponent of the activities submits a written request at least three (3) days in advance of the proposed activity. The Airport Director shall not grant or withhold written permission on the basis of viewpoint of the proponent/proposed activity, but may withhold permission if the proposed time, place, or manner of the activity would be disruptive to normal Airport operations.

All authorized activities listed above shall be conducted (a) in those areas identified by the Authority without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; and (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to/from, and operation of the Airport and activities conducted thereon.

### **2.8. Advertisements and Signage**

Advertisements, including notices, circulars, signage, and/or handbills, may not be posted, displayed, or distributed without the prior written permission of the Airport Director, in his or her reasonable discretion. The Authority has the right to remove or relocate any such advertisement that has been posted without written permission.



### **2.9. General Conduct**

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the Authority and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the Owner or by specific direction of the Authority is prohibited. If requested by the Authority or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in behavior that is disruptive or creates a hazard or risk of injury, death, or damage to Property.

The Airport shall not be used to camp or stay overnight unless approved in writing by the Airport Director. The Airport shall not be used for any improper, objectionable, or illegal purposes.

The AOA shall not be used for any form of exercise including, but not limited to, running, jogging, bicycle riding, etc.

No person shall enter a Movement Area without the permission of the Airport Director.

Premises are expressly for the conduct of the Tenant's activities. Unauthorized persons shall not make use of the Premises without permission of the Tenant or written consent of the Airport Director.

### **2.10. Abandoned or Lost Property**

Property shall not be Abandoned at the Airport. Abandoned or lost Property found in Public Areas shall be reported or submitted to the Authority.

- The Authority will comply with State of Arizona Statute 12-942 upon identifying Abandoned Property.

### **2.11. Use of Roadways and Walkways**

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

### **2.12. Animals**

No person shall bring animals, except for special assistance animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Domestic pets may be at the Airport only if kept on a leash or inside facilities, aircraft, or vehicles.

No person, except those authorized by the Authority, shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

### **2.13. Weapons and Explosives**

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed by Law Enforcement Officers, or members of the armed forces of the United States or the State of Arizona on official duty and those other individuals with prior written permission from the Authority.

- No person shall carry a weapon inside the Passenger Terminal Building except in accordance with State of Arizona Statute 13-3112 for the sole purpose of checking an unloaded, encased weapon for shipment purposes as baggage for lawful transport on an aircraft.
- Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses are permitted.

No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

### **2.14. Alcoholic Beverages**

Alcoholic beverages may only be consumed in accordance with applicable Legal Requirements. The Authority reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs. Authority reserves the right to restrict the consumption of alcoholic beverages at the Airport.

### **2.15. Use of Public Areas**

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility or in any area for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the Authority or within the Passenger Terminal Building during Air Carrier service interruptions.

### **2.16. Trash and Recycling**

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Lessees and Sublessees are encouraged to utilize separate stream recycling by discarding certain recyclable materials into separate bins that shall be kept clean and emptied on a regular basis to prevent overflowing.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials shall not be brought to or burned on Airport property. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

### **2.17. Fire and Flammable Materials**

Tenants and users shall comply with practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.

In no event shall smoking, vaping or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the Authority and the Fire Department.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.

Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to “911”. No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or Authority at any time and shall be fully operational and inspected annually.
  - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in compliance with applicable Legal Requirements.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

- The practices recommended in NFPA 30 (Flammable and Combustible Liquids Code), NFPA 410 (Standard on Aircraft Maintenance), and NFPA409 (Standard on Aircraft Hangars) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

### **2.18. Hazardous Materials**

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any Legal Requirements. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the Authority, and prior notification must be given to the Authority.

If any person or entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Emergency Planning and Community Right-to-Know Act (EPCRA) such entity shall be responsible for any reporting obligations under EPCRA. The Authority will not be responsible for compliance with any EPCRA requirements, except to the extent the Authority stores, uses, or transports Hazardous Materials.

- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the Authority and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
  - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
  - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasures Plan (SPCC Plan) to the Authority and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, the Authority's Storm Water Pollution Prevention Plan (SWPPP), the Authority's directives, and Legal Requirements.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and Legal Requirements.

### **2.19. Environmental (Hazardous Materials) Clean Up**

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the Authority, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the Authority determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the Authority may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the Authority.

**Hazardous Materials Overflow or Spills** – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with Legal Requirements pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the Authority or the Fire Department.

**Minor Hazardous Materials Overflow or Spills** – Overflows or spills of less than five gallons or 10 feet in diameter which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the Authority.

**Major Hazardous Materials Overflow or Spills** – Overflows or spills in excess of five gallons or 10 feet in diameter (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the Authority.
- Provide a written summary of the spill to the Authority within 24 hours of the spill.

**Serious Hazardous Materials Overflow or Spills** – Overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the Authority within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

#### **2.20. *Painting***

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the Authority's SWPPP, the SPCC Plan, the Authority's directives, and applicable Legal Requirements.

#### **2.21. *Emergency Conditions***

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Airport Director.

#### **2.22. *Special Events***

Any person or entity desiring to conduct a special event at the Airport shall receive prior written approval from the Authority along with prior payment of all applicable fees paid to the Authority and any other Agency having jurisdiction. The entity must receive written authorization from the Authority prior to conducting the special event. Special event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Airport Director.

#### **2.23. *Unmanned Aerial Vehicle, Unmanned Aircraft System, or Model Aircraft***

An Unmanned Aerial Vehicle (UAV), Unmanned Aircraft System (UAS), or model aircraft shall not be landed on or operated from the Airport without the operator of such UAV, UAS, or model aircraft securing express written permission to do so from the Airport Director. The Airport Director may request documentation that the operator of such UAV, UAS, or model aircraft is in compliance with all applicable Legal Requirements.

#### **2.24. *Skydive/Parachute Jumping***

No person shall skydive/parachute jump onto the Airport without the prior written permission of the Airport Director. Skydive/parachute landings shall only occur at an Authority approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E, and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

### 3. AIRCRAFT

#### 3.1. *Legal Requirements*

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the directives of the Airport Director, and any instructions from Air Traffic Control (ATC) personnel.

#### 3.2. *Based Aircraft Registration*

Based Aircraft must be registered with the Authority or through an authorized Fixed Base Operator (FBO) or Specialized Aviation Service Operator (SASO) where the aircraft is based. Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
  - If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Aircraft Owners and Aircraft Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the Authority.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to the Authority.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Arizona (with a Best rating of A or above) or be approved in writing by the Authority.
  - The Authority reserves the right to require more, or different types of insurance coverage based on entity's individual risks or exposures.

Entities responsible for Based Aircraft must have a lease or license agreement with either the Authority or an authorized FBO or SASO.

#### 3.3. *Non-Airworthy Aircraft*

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Airport Director.

- Aircraft Owner or Aircraft Operator shall either remove non-airworthy aircraft from the Airport or provide evidence of airworthiness within 30 days of written notification from or on behalf of the Authority.
- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Airport Director shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4.

### **3.4. Disabled and Abandoned Aircraft**

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the Authority, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Abandoning an aircraft on the Airport is prohibited.

- The Authority will comply with State of Arizona Statute 28-8243 upon identifying an abandoned aircraft.

### **3.5. Airport Hours of Operation**

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport is available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Mission (NOTAM).

### **3.6. Accidents and Incidents**

Any person involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the appropriate Agencies in a timely manner and provide a copy to the Authority, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830. All persons shall reasonably cooperate with Agencies having jurisdiction in their investigations of any Aircraft Accident or Aircraft Incident.

- The report to the Authority shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the Authority, and, as applicable, the FAA, NTSB, or Agencies having jurisdiction, as applicable. Once authorization to remove the aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs.

### **3.7. Prohibiting Use of the Airport**

The Airport Director shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation) or deny the use of the Airport to any entity when the Airport Director considers such actions to be necessary and desirable in the interest of safety or security.

- The Airport Director may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport in conformance with AC 150/5200-28F as may be amended from time to time.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

### **3.8. Maintenance**

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the Authority and shall be limited solely to that specifically permitted by the type rating established by International Building and Fire Codes, and then, only in compliance with the instructions of the Authority and the orders of the Fire Department.

Aircraft Line Maintenance may be performed on aircraft owned or operated by passenger or cargo Air Carriers on the Air Carrier Ramp if the aircraft is disabled and cannot be moved into a Hangar or if a Hangar of sufficient size to accommodate the aircraft does not exist at the Airport.

### 3.9. *Cleaning*

Aircraft cleaning shall only be performed in full and complete compliance with the Authority's SWPPP. Whenever possible, aircraft shall be washed at the Airports designated washrack. If washing activity does not occur on the approved aircraft washrack, all such effluent shall be recycled or removed from the Airport in compliance with all applicable Legal Requirements. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

- All residual fluids (cleaning byproducts) must flow to an oil/water separator or be removed from the Airport.

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. aircraft, aircraft engines, and/or parts may be dry washed without approval by the Authority.

### 3.10. *Engine Operation*

Aircraft engine Runups shall conform with policies established by the Authority except for Runups required in preparation for aircraft departure. Engine Runups are prohibited on the Air Carrier Ramp(s) or on Non-Movement Areas within 150' of any hangar or aircraft tiedown or where such activity may injure persons or damage property. Aircraft maintenance runups shall only occur in areas designated by the Airport Director.

- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

### 3.11. *Parking and Storage*

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas, authorized on a Premises, or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the Authority.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the Authority may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority.

Aircraft Operators shall ensure aircraft are properly secured, as set forth in Advisory Circular (AC) 20-35C, when parked and/or stored.

- Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.



Upon request of the Authority for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Airport Director. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Airport Director may move the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Authority.

### **3.12. Aircraft Security**

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the Authority. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the Authority.

- No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

### **3.13. Aircraft Operations**

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by ATC or by written notification of the Authority or NOTAM.

- Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a Hangar. Testing of aircraft radar on the ground requires prior permission of the Airport Director.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the Authority or due to an emergency.

- It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

### **3.14. Taxiing and Towing Operations**

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the aircraft who shall monitor the radio transmitting frequency in use by ATC if the aircraft is equipped with a radio and the radio is functional, or the Common Traffic Advisory Frequency (CTAF) when ATC is not in operation at the Airport.

Taxiing aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or aircraft unless otherwise directed by the Airport Director.

Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the Authority.

Aircraft shall not be towed on a Movement Area without prior approval of the Airport Director.

### **3.15. Rotorcraft Operations**

Rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the Authority for rotorcraft operations. Rotorcraft shall not be operated near any structure or fuel storage facility. Rotorcraft shall not be operated near any area where light aircraft are parked or operating. Rotorcraft rotors must be stopped during fueling operations unless otherwise approved by the Airport Director.

### **3.16. Balloon Operations**

Prior to entering the AOA, all balloon operators shall register the intended flight with the Airport Director and be familiar with the Airport. Use of a handheld transceiver radio monitoring the radio transmitting frequency in use by ATC or CTAF when ATC is not in operation at the Airport shall comply with FAA requirements. Balloons shall only be inflated and launched from approved areas of the Airport. During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on the Runway is prohibited except in the event of an emergency.

### **3.17. Noise Abatement Procedures**

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, the instructions of ATC personnel, and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

- Whenever safely possible, Aircraft Operators will conform with the recommended noise abatement procedures established for the Airport.

### **3.18. Restricted Activities**

Unless otherwise approved by Agreement, Aircraft Operators shall provide advance notification to the Authority before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the Authority as necessitated by the conditions at the time such activities are planned to occur:

- Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Airport Director.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.
- Agricultural spraying support operations.
- Sky diving, parachuting, or powered parachute operations.
- Operation of model aircraft.
- Operators of unmanned aerial vehicle (UAV), or unmanned aircraft system (UAS) aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written permission from the Airport Director to fly UAV or UAS aircraft within protected airspace.

- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and Legal Requirements governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

### **3.19. Fees**

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the Authority unless exempt by Agreement.

- Aircraft that may be exempt from Authority fees include aircraft owned and/or operated by the United States of America, military forces of the United States of America, and foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

#### **4. PASSENGER TERMINAL BUILDING**

##### **4.1. *Baggage Carts***

Baggage carts may not be removed from the Airport. Authority employees, Lessees, Sublessees, and contractors may not keep or stow baggage carts. Lessees, Sublessees, or contractors will be charged a fee if baggage carts are found in their exclusive Premises. No person other than persons authorized by the Authority shall dispense baggage carts. It shall be prohibited for any person to come to the Airport for the express purpose of returning or otherwise using baggage carts for financial benefit. The Authority or assignee is responsible to collect baggage carts.

##### **4.2. *Public Address System***

Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal Building.

- No person shall use or cause to be used the public-address system for the solicitation of business.
- The public-address system shall only be used for business related purposes in accordance with individual Lessee or Sublessee Agreement and policies established by the Authority.

##### **4.3. *Vending Machines (Concessions)***

Vending machines for the sale of goods, unless approved by Agreement, shall not be permitted in the Public Areas of the Passenger Terminal Building.

##### **4.4. *Smoking***

Smoking and vaping are prohibited in the Passenger Terminal Building and within 20 feet of the main entrances, exits, operable windows, or ventilation system intakes. Cigarette/cigar butts, matches, and lighters must be disposed in fireproof waste receptacles.

##### **4.5. *Locks and Keys***

The Authority will provide all initial door locks (and keys) and/or access media to authorized individuals for access to the Passenger Terminal Building and for each Premises owned by the Authority, at the expense of the Authority. All subsequent lock changes or lost key replacements requested by the Lessee or Sublessee, if approved by the Authority, shall be completed by the Authority at the Lessee's or Sublessee's sole cost and expense.

- Duplicate keys shall not be made, and additional locks shall not be placed in or on the Premises without prior written authorization by the Authority.

##### **4.6. *Premises***

Premises and adjacent areas shall be kept clean and free from rubbish. Corridor doors when not in use shall be closed. No debris, trash, dirt, dust, or other like material shall be swept or thrown into corridors, hallways, or stairwells.

- In the event infestation occurs of insects or animals, the Lessee or Sublessee shall take immediate action utilizing licensed eradication methods (if the responsibility of the Lessee or Sublessee through Agreement).
- In the event the Lessee or Sublessee is unable to take immediate action, the Authority may take appropriate action and shall have the right to collect the expense of such action for the Lessee or Sublessee (if the responsibility of the Lessee or Sublessee through Agreement).

No area of the Passenger Terminal Building shall be used for storage of equipment, fixtures, or cargo without prior authorization of the Authority. All decorations at ticket counters, rental car counters, and gate areas are prohibited without prior written authorization from the Authority. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee or Sublessee as additional rent or cost recovery. Lessees and Sublessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.

#### **4.7. *Baggage Conveyor System and Unclaimed Baggage***

No person shall ride, walk, sit, or stand on the baggage conveyor system (or any portion thereof) and no unauthorized items shall be placed on the baggage conveyor system. Entities responsible for operating and loading the baggage conveyor system shall be responsible for unloading all unclaimed baggage.

#### **4.8. *Escalator, Elevator, or Wheelchairs***

No person shall use an escalator, elevator, or wheelchair for any purpose other than the purpose for which it is designed and intended and then only in the manner specified by the manufacturer. All wheelchairs shall be collected in a timely manner, maintained appropriately, and stored in locations deemed appropriate by the Authority.

#### **4.9. *Airline Operations***

Passengers shall not be permitted to enplane or deplane an aircraft except in the presence of and only after receiving express permission from authorized personnel. Aircraft must only be enplaned or deplaned in designated areas unless prior permission by the Authority has been obtained. Authorized personnel must escort and safely channel passengers through established routes to and from the aircraft.

- The location and configuration of a passenger queuing and seating area requires prior approval of the Authority.
- The use of a ticket counter requires prior written approval of the Authority.

**Gate Usage and Assignments** – All aircraft gates are pre-assigned and reserved for scheduled commercial, commuter, and approved contract Air Carrier aircraft only.

- No person shall park or leave an aircraft parked and unattended on a Movement Area or Non-Movement Area, except at such places permitted and properly designated by the Authority.
- Gates may only be used by the entity with an Agreement. An entity authorizing use of a gate to another entity assumes full responsibility and must ensure usage is in accordance with the Agreement.

It is the responsibility of flight and ground employees to ensure aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons, equipment, building, other aircraft, or any Property. All ground handling entities shall submit a Charter Flight Advisory form to the Authority at least 24 hours prior to the operation.

All arriving international flight operations requiring the Federal Inspection Service Facilities (Customs and Border Protection, U.S. Department of Agriculture, etc.) will be scheduled and approved through the U.S. Customs and Border Protection and the Authority. The assignment of Remain Overnight (RON) Air Carrier aircraft parking positions will be conducted by the Authority.

#### **4.10. Engine Operation**

Power back and power out procedures are prohibited without prior authorization from the Authority.

Use of auxiliary power units (APU) or ground power units (GPU) shall be kept to a minimum and only be used as needed.

Engine cross bleed starts shall only be accomplished as follows:

- Aircraft shall be pushed back until lined up on the Taxiway/Taxilane centerline.
- Cross bleed shall not be started until the aircraft is positioned on the Taxiway/Taxilane centerline and the ground crew confirms procedure can be initiated without adverse impact on other aircraft, vehicles, or personnel.

#### **4.11. Ground Support Equipment**

Ground support equipment (GSE) (including, but not limited to, chocks, baggage loaders, air stairs, etc.) shall not be stored outside the boundaries of the Premises or other area designated by the Authority.

- GSE shall be kept in clean and operable condition at all times and shall not leak fluids or waste.
- Inoperable GSE shall be immediately removed from the Airport or stored in designated areas approved by the Airport Director.
- GSE shall only be maintained at designated maintenance facilities.

Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the Authority. All Ramp scrubbing shall be accomplished through use of approved vacuum type scrubbers and the wastewater shall be disposed of in compliance with Legal Requirements.

- Lavatory waste shall only be disposed of at the designated waste/lavatory dump station.
- All spillage of lavatory waste shall be immediately cleaned by the responsible party.

#### **4.12. Music in Passenger Terminal Building**

No person may perform any live music without prior written authorization from the Airport Director.

## 5. VEHICLES

### 5.1. *Legal Requirements*

All Vehicle Operators shall comply with the State of Arizona Vehicle Code, these Rules and Regulations, directives issued by the Airport Director, and the orders of the Police Department and Law Enforcement Officers.

### 5.2. *Licensing and Permit*

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet licensing and registration requirements established by the State of Arizona. Vehicle Operators must have a valid license and evidence of insurance as required by Legal Requirements, including those vehicles operated exclusively on the AOA.

Vehicle Operators on the AOA are required to complete a training program and shall possess an approved Airport Identification Badge unless under direct escort by a Tenant in conformance with these Rules and Regulations.

A Tenant, Tenant employee, or Airport users may request authorization from the Airport Director to escort a vehicle in Restricted Areas of the Airport.

- If authorized by the Airport Director, a Tenant is permitted to escort an approved vehicle in a Restricted Area as long as the tenant is continuously in close proximity to the escorted vehicle.
- An employee of a Tenant who desires to escort a vehicle in a Restricted Area is required to present a signed letter requesting permission to escort a vehicle to the Airport Director for approval.

### 5.3. *Equipment*

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles.

### 5.4. *Operations*

Vehicles shall not be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) in a manner which endangers or is likely to endanger persons or Property is prohibited.

No tank vehicle, truck, or semi-trailer used for the transportation of flammable liquids or Fuel Handling, shall be operated on the AOA unless approved in writing by the Authority.

Vehicles shall not be operated in any Hangar or structure for a prolonged period of time unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Vehicle Operators shall not, after receiving a visual or audible signal from an Authority employee, a Law Enforcement Officer, or via radio from ATC, fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the Authority, a Law Enforcement Officer, or ATC.

The Airside perimeter road shall only be used by vehicles authorized in writing by the Authority including Authority vehicles. The operation of vehicles which are overloaded (as designated in the vehicle operation manual) is prohibited.

A person shall occupy a designated seat in a vehicle and shall not ride on a running board, in the bed of a pickup truck, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles and pedestrians.

Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of the aircraft.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Airside and Landside Speed Limits

**Safe Speed** – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

**Minimum Speed** – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with Legal Requirements.

**Maximum Speed** – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

<b>Maximum Speed (miles per hour)</b>	
Airside	15
Airside (Around Aircraft)	5
Landside	25

Tugs (Towing Vehicles and Related Equipment):

- Positive locking couplings are required for all towing vehicles and related equipment.
- Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

**5.5. Access Gate Security**

Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the Authority at (702) 420-9149 and wait at the gate until an Authority representative arrives to prevent unauthorized access.

**5.6. Air Operations Area**

Vehicles on the AOA may only be operated or escorted by authorized persons who have successfully completed required training programs and possess a current Airport Identification Badge.



Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the Authority in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The Authority may restrict vehicles to a certain area(s) of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

The recreational use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices is not permitted without the prior written permission from the Authority.

#### **5.7. Movement Area**

No vehicle shall enter the Movement Area without prior coordination and two-way radio communications with ATC (when in operation) or an Airport escort.

Vehicles routinely using the Movement Area shall be painted and/or properly marked in a manner approved by the Authority. No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the Authority.

- Vehicle Operators having access to the Movement Area shall comply with the Letter of Agreement between the Authority and ATC regarding Airport Surface Traffic Procedures. Vehicle Operators shall obtain clearance from ATC and ensure that no aircraft is approaching prior to entering the Movement Area.

Vehicles operating on the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the vehicle Operator shall indicate radio failure by facing the vehicle towards the ATC tower and flashing the vehicle's headlights or by contacting the ATC tower by cellphone or two-way handheld radio. Thereafter, the Vehicle Operator shall operate the vehicle based upon (in accordance with) the standard colored light signal directions given by ATC immediately.

Vehicles operating on the Movement Area on a regular basis shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the vehicle providing a 360-degree view and in compliance with AC 150/5210-5D "Painting, Marking and Lighting of vehicles Used on an Airport". The beacon shall be activated and remain in operation by the vehicle Operator prior to entering the Movement Area.

Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by an Authority vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the vehicle is radio equipped.

- Steady Green – Cleared to cross, proceed, or go
- Steady Red – Stop
- Flashing Red – Clear the Runway/Taxiway
- Flashing White – Return to starting point on the Airport
- Alternating Red and Green – Exercise extreme caution

### **5.8. Accidents Involving Vehicles**

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call “911”. The Vehicle Operator (and the vehicle) must remain at the scene until the Police Department, Law Enforcement Officers, and/or the Fire Department take a full report.

### **5.9. Cleaning and Maintenance**

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the Authority. Rental car Operators shall wash and clean vehicles at the designated washing facility located on the Airport.

### **5.10. Parking or Stopping**

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the Authority. Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 10 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the Authority.

- Parallel parking along the perimeter curb of the vehicle parking area is prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Employees of Operators, Lessees, or Sublessees may park Private vehicles in the employee parking areas designated by the Authority. Vehicles parked in a designated employee parking area must have a valid parking permit or pass, if so required, attached to the front windshield or mirror of the registered vehicle.

All service vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the Authority.

Aircraft Operators may park vehicles which are fully operational, completely functional and properly permitted by the Authority inside the Hangar or outside the Hangar (but only in designated parking areas) while the Based Aircraft in the Hangar is gone.

- Vehicles parked outside of a Hangar more than 30 calendar days without prior written notification to the Authority shall be considered Abandoned and the Authority may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator’s risk, cost, and expense and without any liability to the Authority.
- Vehicles may be parked on a Lessee’s Tiedown space so long as it does not interfere with aircraft or vehicle movement or obstruct the use of an adjoining Tiedown.
- Abandoning a vehicle anywhere on the Airport, including on Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership, parked in an undesignated area, or if left unattended for 30 days or more.

The unauthorized parking or storage of vehicles, watercraft, motorcycles, trailers, etc. anywhere on the Airport is prohibited.

The Authority may boot, tow, ticket/fine, or otherwise remove any vehicle which is disabled or parked in front of the Passenger Terminal Building or in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Owner or Operator's risk, cost, and expense and without any liability to the Authority.

**5.11. Fees and Permits**

Vehicles shall not be parked in any public parking area unless the vehicle Owner or Operator pays the fees which may be established and assessed from time to time by the Authority unless the vehicle Owner or Operator is exempt from payment as may be stipulated in an Agreement with the Authority.

## **6. COMMERCIAL VEHICLES**

### **6.1. General Standards and Provisions**

Commercial Vehicle Operators shall comply with these Rules and Regulations and applicable Legal Requirements (including 49 U.S.C. § 14501).

### **6.2. Commercial Vehicle Operator Permit**

A Commercial Vehicle Operator (CVO) desiring to provide commercial ground transportation services at the Airport shall first obtain a CVO Permit from the Authority prior to commencing such service.

CVOs shall provide the Authority with ownership records (e.g., articles of incorporation, identification of corporate officers, and registration with the State of Arizona) and copies of all federal and state permits, licenses, and certificates applicable to the proposed operation at the Airport more than 48 hours in advance of conducting requested services. CVOs shall immediately notify the Authority of any change in the aforementioned information.

- CVO shall obtain a CVO Permit for each type of Commercial ground transportation services contemplated which includes, but is not limited to:
  - Taxicab Operator
  - Airport Shuttle Operator
  - Charter Bus Operator
  - Hotel/Motel Courtesy Operator
  - Transportation Network Company (TNC)
- The Authority reserves the right to limit the number of Permits issued for each type of Commercial ground transportation service provided at the Airport and permits shall not be assigned or transferred without the prior written approval of the Airport Director.
- CVO shall provide only the type of Commercial ground transportation service identified on the CVO Permit. A CVO's vehicles may only operate under one type of CVO Permit.
- Permits issued by other governmental Agencies pertaining to Commercial ground transportation services will not fulfill the requirement to have a valid and current CVO Permit.
- If applicable, CVO shall maintain operating records (e.g., radio dispatch records and activity log of trips beginning and terminating at the Airport) which shall be made available to the Authority upon request.
- CVO shall pay the Authority all required fees prior to commencing permitted services at the Airport. The Authority may suspend and/or revoke a CVO Permit for failure to pay such fees.

All required Commercial vehicle identification cards shall be affixed to the upper corner of the windshield on the passenger side or at other location as directed by the Authority. No person shall remove, damage, or tamper with a Commercial vehicle identification card.

- CVOs shall display a vehicle identification decal and/or automated vehicle identification transponder.
  - No person shall remove, damage, or tamper with a vehicle identification decal or transponder.
  - No person shall evade or attempt to evade an Airport automated identification reader.

Commercial vehicle shall be clearly identified with the name of the CVO on the outside of the vehicle visible to passengers. CVO shall maintain financial records in accordance with accepted accounting practices, ownership records (e.g., articles of incorporate, identification of corporate officers, and registration with the State of Arizona), and operating records (e.g., radio dispatch records and activity log beginning and terminating at the Airport) which shall be made available to the Authority upon request.

- Records shall be maintained for at least three years.

### **6.3. Non-Transferable**

CVO Permit, vehicle decal or hang tag, or vehicle transponder and identification card shall not be assigned or transferred without prior written approval of the Authority.

### **6.4. Insurance**

CVO shall procure, maintain, and pay all insurance premiums throughout the term of the Commercial vehicle Permit for the insurance coverages and amounts required by Legal Requirements and set forth by the Authority as may be amended from time to time.

A current copy of each CVO's insurance must be kept on file with the Authority's Administration office. The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Arizona (with a Best rating of A or above) or be approved in writing by the Authority.

- Required insurance terms and limits shall be established by the Authority.
- Insurance terms shall, at a minimum, assume financial responsibility for injuries to persons, employees, and property caused by CVO's activities.
- CVO shall maintain worker's compensation for all employees.
- Insurance shall identify Mohave County, Arizona, and the Mohave County Airport Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

### **6.5. Parking or Stopping**

Only authorized Commercial vehicles shall use the Commercial lane for parking. After discharging passengers, each Commercial vehicle shall immediately leave the Airport (not Loiter) or proceed by the most direct route to the designated area for passenger pickup. Commercial vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic.

Taxicab CVO drivers shall stage vehicles in a hire lane designated by the Authority while waiting to advance in turn to the next position. Only taxicabs may wait in a taxicab hire line.

### **6.6. Operator Conduct and Appearance**

CVO shall remain in its vehicle or immediately adjacent to its vehicle except when necessary to use the restroom facilities, vending machines, or obtain flight information in which case, the CVO may be absent from the vehicle (or the immediate vicinity of the vehicle) for no more than five minutes.

- CVO is prohibited from Loitering.

CVO is prohibited from standing inside the Passenger Terminal Building while the Commercial vehicle is in position in the designated area for passenger pickup.

CVO shall use the most direct available route on all trips unless otherwise requested by the passenger and shall, upon request, provide the customer with a receipt identifying the amount paid, drivers' name, vehicle license number, and CVO Permit number.

CVO shall not:

- solicit, persuade or urge any person (by words, gestures, or other form of communication) to use or hire any CVO.
- use offensive, abusive, or obscene language, gestures, or other forms of communication.
- transport any animal, unless such animal belongs to a revenue passenger.
- perform maintenance or repairs on vehicles while on the Airport unless approved by the Authority.

CVO drivers shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). Drivers shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect. CVOs are subject to random compliance inspections by the Authority. Noncompliant drivers shall immediately cease operation until such time condition(s) are corrected to the satisfaction of the Airport Director.

#### **6.7. *Passenger Loading or Unloading***

CVO shall only receive passengers for hire in an area designated by the Authority following authorized procedures. Picking up passenger(s) for hire after or while dropping off passengers and prior to taking position at the rear of the proper line is prohibited. CVO may not refuse a passenger for any reason unless stipulated herein.

- CVO may refuse service if the CVO has been dispatched on another call if passenger(s) appear to be intoxicated or under the influence of drugs or alcohol or is disorderly.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial vehicle of the passenger's choice. CVO shall be trained and provide transportation services for disabled or handicap passengers.

#### **6.8. *Commercial Vehicle Equipment and Condition***

All Commercial vehicles shall be kept in good operating condition and appearance. Each Commercial vehicle shall be subject to inspection by the Authority at any time to determine compliance with these Rules and Regulations.

- Failure to pass any portion of the inspection may result in the Commercial vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the Authority.

If Commercial vehicle is required to have a taximeter, CVO shall ensure the taximeter is in proper recording position and visible to all passengers as well as a clearly readable meter light.

#### **6.9. *Fees***

Nothing in these Rules and Regulations shall be construed as granting any CVO the right to operate at the Airport without first obtaining written authorization from the Authority.

#### **6.10. *Complaints***

CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any written customer complaint to or from the Airport and shall assist the Authority to investigate and resolve customer complaints. CVO shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any inquiry by the Authority.

### 6.11. Penalties

The penalties for CVOs who are determined by the Authority to be in violation of these Rules and Regulations follow:

- Unsafe Commercial vehicle
  - Suspension of privileges pending compliance
- Minor violation (including, but not limited to, picking up passengers in unauthorized areas, the CVO not remaining in or adjacent to the Commercial vehicle, and Loitering in the Passenger Terminal Building)
  - First Offense – 24 Hour Suspension of CVO Permit
  - Second Offense – 30 Day Suspension of CVO Permit
  - Third Offense – Permanent revocation of CVO Permit
- Major violation (including, but not limited to, attempt to induce another to commit an illegal act or violation of these Rules and Regulations, failure to obey a directive of the Authority, offensive language, gestures, or other actions, or conduct that is discourteous or unprofessional)
  - First Offense – 7 Day Suspension of CVO Permit
  - Second Offense – 30 Day Suspension of CVO Permit
  - Third Offense – Permanent revocation of CVO Permit
- Reckless driving, arrest at the Airport for any criminal action, and driving under the influence of alcohol and/or drugs
  - First Offense – Permanent revocation of CVO Permit

Any combination of offenses in excess of three may result in the permanent revocation of CVO Permit.

## **7. TENANT**

### **7.1. Introduction**

Tenant used herein refers to any person, Association, and/or entity that has entered into an agreement with either the Authority or an Operator to occupy land and/or improvements (Premises) at the Airport for commercial or non-commercial purposes.

### **7.2. Security**

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working conditions. Gates or doors which provide access to a Restricted Area through Premises must remain closed, locked, and secured except when in use. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Authority.

Active logs of keys, Airport Identification Badges, access cards, and other media issued (and to whom issued) which allow access to the Premises must be maintained. The log shall be made available to the Authority upon request. Any lost or stolen keys, Airport Identification Badges, access cards, or other media shall be reported to the Authority immediately. All applicable reporting requirements must be fully complied with as established by the Authority, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to a Restricted Area shall not be located within ten feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

### **7.3. Escort of Invitees**

Tenant shall escort all invitees, agents, employees, and guests who do not possess a valid Airport Identification Badge while accessing Restricted Areas.

- Tenant must properly display an Airport Identification Badge that authorizes access to the specific Restricted Area while escorting. Tenant shall remain in close proximity to escorted individuals at all times.
- Tenant may only escort individuals who have not been issued an Airport Identification Badge. All others require escort by an Airport Security Coordinator (ASC).
- A Tenant must have a Secured Area badge with an escort endorsement issued by the Authority to escort an individual in a Secured or Sterile Area.
- When escorting in the Security Identification Display Area (SIDA), Tenant shall not allow escorted individuals to interact in any way with passengers unless authorized to do so by an on-duty TSA agent.
- While escorting a vehicle, Tenant must lead the way and remain within 50 feet of the escorted vehicle at all times.
- Transient pilots are responsible for escorting passengers and guests in conformance with these Rules and Regulations.
- Tenant shall immediately notify Airport Operations or Security if individual(s) being escorted refuse to follow direction or disappear from view. Failure to do so may result in the revocation of Tenant's Airport Identification Badge, fine, and loss of access privileges.

### **7.4. Construction or Alteration of Improvements**

Any construction or alteration of an Improvement requires prior written approval of the Airport Director and shall be performed in compliance with applicable State of Arizona Codes and all Legal Requirements.



### **7.5. Maintenance of Premises**

Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- maintained in a condition of repair and general maintenance in accordance with the Agreement.

Tenants shall be fully responsible for and replace, or in the Authority's sole discretion, reimburse the Authority for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom they do business.

Tenants shall provide all necessary cleaning services for the Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Premises (including failure to maintain the Premises within the period stipulated in the Agreement or failure to maintain the Premises within the timeframe stated in any written notice provided by the Authority) may result in the Authority conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the Authority.

### **7.6. Fire Prevention**

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority or designee.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants.

- Fire extinguishers shall be maintained in accordance with the practices recommended by NFPA 10.
- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records (acceptable by fire underwriters) shall be maintained identifying the status of each unit.

Tenants shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone numbers.

### **7.7. Aviation Fueling**

Tenants conducting Fuel Handling shall comply with the Authority's Aviation Fueling Policy.

### 7.8. *Heating Equipment*

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all Legal Requirements (as applicable) of the Authority, the State of Arizona, the NFPA, and the Fire Department.

### 7.9. *Aircraft Hangars*

The use of Hangars shall conform with the Authority use Agreement and all Legal Requirements including applicable building codes as well as the practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher that conforms with Legal Requirements.

Aircraft Hangars shall only be used for the parking and storage of permitted aircraft and associated aircraft equipment and supplies owned by Tenant as approved by the Authority and the Fire Department or as otherwise stipulated in an Agreement. Use of aircraft Hangars shall be subject to the following restrictions:

- Unless otherwise directed by the Authority, the use of Hangars shall conform with 14 CFR Chapter I [Docket No. FAA 2014-0463] *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, as may be amended from time-to-time.
- Aircraft Hangars shall only be used by the Tenant and its employees, agents, customers, visitors, suppliers, or persons for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Airport Director or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the Hangar.
- Tenant's motor vehicle may be stored in the Hangar so long as it does not interfere with the movement of the permitted aircraft.
- Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.

Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Preventative aircraft Maintenance, as defined in 14 CFR Part 43, may be performed by Tenant on permitted aircraft listed in an Agreement subject to the following restrictions:

- Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Airport Director:
  - Welding
  - Cutting
  - Open flames and torches
  - Servicing any part of a fuel system or transferring fuel

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the Building and Fire Codes; but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's Premises must comply with all applicable Legal Requirements.

### **7.10. Aircraft Tiedowns**

Aircraft parked in a Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space subject to compliance with all Legal Requirements.

### **7.11. Storage of Materials and Equipment**

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the Authority.
- Non-hazardous items can be stored in a fully enclosed and secured container on the Premises as long as such storage fully complies with Legal Requirements.
- Unless expressly permitted in an existing Agreement or approved in writing by the Authority, the Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the Authority.

### **7.12. Compressed Gases**

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by NFPA 704.

### **7.13. Lubricating Oils**

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Authority and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the Authority. Such containers may only be stored in compliance with Legal Requirements and consistent with the Authority.

#### **7.14. Right of Entry**

The Authority shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements.

- For Improvements owned by the Authority, the Tenant shall provide the Authority with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Tenant, the Authority shall provide 24-hours advanced notification.

The Authority and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

#### **7.15. Non-Commercial Flying Club**

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of Arizona, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. A Flying Club shall conform with FAA Compliance Manual Order 5190.6B Section 10.6 as may be amended from time to time.

Note: This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
- Flying Club shall keep on file and available for review by the Authority, a complete membership list and ownership share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the Authority:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers,
- designee responsible for compliance with applicable Legal Requirements, and
- a list of all aircraft (including model and tail number) owned or leased by the Flying Club and/or utilized by the Flying Club and based at the Airport.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

If the Flying Club is performing Aircraft Maintenance on aircraft owned by the Flying Club, maintenance area and Hangar are required as follows:

Maintenance area and Hangar (square feet)	
Maintenance area <sup>1</sup>	500
Hangar <sup>2</sup>	2,400

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- **Insurance** – Except as otherwise provided for herein, a Non-Commercial Flying Club shall maintain, at a minimum, the coverage and limits of insurance established by the Authority as may be amended from time to time.

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<sup>1</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.

<sup>2</sup> Hangar area shall be at least equal to the square footage stipulated above or large enough to accommodate the largest aircraft being serviced, whichever is greater.

## **8. APPENDIX A – PMCD GENERAL PROVISIONS**

### ***A-1. Purpose***

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

### ***A-2. Authority of Airport Sponsor and Governing Body***

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the Authority by Arizona Statue 28-8527 (8) which states the Authority can “adopt rules as necessary to administer and operate the airport authority and any property under its jurisdiction.

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the Authority by and through the Authority.

### ***A-3. Applicability***

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

### ***A-4. Authority Mission and Vision Statements***

Our mission is to enhance the lives of our team members and the community by providing a rewarding, family-oriented work environment for employees, and connecting all types of travelers and aviation users to their destinations [across the globe.] Our vision is to be a thriving and reliable aviation gateway that provides valuable, sustainable economic benefits to our community. As leaders in our industry, it is our vision to employ top talent and strive for continual improvement and growth.

### ***A-5. Statement of Policy***

It is the desire of the Authority to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport’s long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the Authority reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

### ***A-6. Non-Discrimination***

No person, in the use of the Airport’s land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age (40 and over), disability, sexual orientation in providing any products or services or in the use of any of the Airport’s land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

**A-7. Airport Management**

The Airport Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all Authority owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The Authority has authorized the Airport Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the Authority. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Airport Director.

**A-8. Effective Date**

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the Authority, unless repealed by the Authority.

**A-9. Compliance with Legal Requirements and Agreements**

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the Authority under any existing Agreement.

**A-10. Conflicting Legal Requirements and Agreements**

If any provision of the PMCDs is found to be in conflict with any other Authority policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

**A-11. Right to Self-Service**

An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Premises for Self-Service activities.

**A-12. Prohibited Activities**

The following activities are prohibited at the Airport:

- Through-the-Fence activities
- Co-Op fueling

**A-13. Fines or Penalties**

Entities shall have the responsibility to pay any fine or penalty levied against entity, the Authority, or the Authority, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

**A-14. Severability**

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

**A-15. Subordination**

The PMCDs are subject and subordinate to the provisions of any agreement between the Authority and the State of Arizona or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The Authority recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the Authority over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

**A-16. Notices, Requests for Approval, Applications, and Other Filings**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the Authority or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the Authority of a change of address within fourteen calendar days.

**A-17. Amendments**

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Authority. The Authority may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The Authority may issue emergency policies, standards, rules, regulations, or directives from time to time.

**A-18. Variance or Exemption**

The Authority may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Airport Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,
- describe the proposed variance or exemption, state the reason for the proposed variance or exemption;



- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the Authority approving or denying a variance or exemption, the Authority shall conduct a review of all relevant information. Approval or denial by the Authority of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approval by the Authority of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Possible Grounds for Rejecting Application of these PMCD General Provisions.

#### ***A-19. Enforcement***

The Airport Director is empowered by the Authority to require compliance with and enforce the PMCDs. The Fire Department is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction). The Police Department and Law Enforcement Officers are authorized to enforce all Legal Requirements (within jurisdiction).

Representatives of the Authority, as designated by the Airport Director, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority.

#### ***A-20. Disputes***

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Airport Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Airport Director is waived.

- The Airport Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Airport Director's request, or the claim is waived. Thereafter, the Airport Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Airport Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Airport Director's written determination, the party requests, in writing, an appeal to the Authority stating specifically all grounds of appeal.

The Authority shall use its best efforts to hear any such appeal within 120 calendar days after the Authority's receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Authority in its sole discretion. The decision of the Authority shall be final and conclusive.

The Authority may, in its sole discretion, submit to non-binding third party mediation in which case, both parties shall share equally the costs and/or expenses of a third-party mediator. The costs and/or expenses of attorneys, witnesses, specialists, or experts shall be the direct responsibility of each party. The party shall diligently continue performance of its Agreement with the Authority, in compliance with the PMCDs, regardless of whether or not a dispute is pending or being appealed, and regardless of the outcome of such dispute or appeal.

**A-21. Rights and Privileges Reserved**

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the Authority reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the Authority (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, DHS, TSA, Policy Department, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The Authority reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- The Authority reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall consider the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the Authority that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- The Authority reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The Authority will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- The Authority (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the Authority and the United States Government, shall be suspended, without any liability on the part of the Authority.
- The Authority has the right to take any action the Authority considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled, nor shall any provision of any Agreement be so construed.
- The Authority will not submit to the laws of any state other than those of the State of Arizona.

- The Authority is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee. In addition, the Authority is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Authority including preserving the assets of the Authority and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Authority’s mission, vision, values, goals and objectives for the Authority and the Airport.

#### ***A-22. Possible Grounds for Rejecting Application***

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The Authority may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Authority).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The Authority or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Authority is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity’s occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the Authority, any other airport sponsor, the State of Arizona, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity’s proposed activity.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.

- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- The entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed activity.
- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the Authority.
- The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the Authority; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Authority.

## 9. APPENDIX B – DEFINITIONS AND ACRONYMS

### B-1. Definitions

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the Authority and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that 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 (as described in 49 CFR 830).

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Laughlin Bullhead International Airport (IFP).

Airport Director – That person (or designated representative thereof), appointed by the Authority, responsible for the administration and day-to-day operation and management of the Airport, all Authority owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Identification Badge – A media allowing access to certain parts of the Airport.

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and Authority depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Airport Security Coordinator – An airport’s primary security representative and point-of-contact for the Transportation Security Administration.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport’s regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Association – An entity legally formed and recognized under the laws of the State of Arizona having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Authority – Mohave County Airport Authority

Based Aircraft – An aircraft identified in a written aircraft storage Agreement with the Authority, FBO, or SASO.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the Authority providing evidence of the insurance coverages and policy limits.

Co-Op fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner’s Employee using vehicles, Equipment, and resources owned by an approved Association.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Premises and operations or Activities of the entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Commercial Vehicle Operator (CVO) – Any person or entity operating a vehicle on the Airport for commercial purposes and picking up, dropping off, or transporting passengers and/or baggage to or from the Airport, or transporting a vehicle for rental to passengers on the Airport.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Development Standards – The parameters governing the design, construction, and/or modification of Tenant’s land and/or Improvements at the Airport, as may be amended from time to time.

Drop Zone - intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Premises.

Escort – A tenant accompanies a person or vehicle to ensure compliance with the Airport’s Rules and Regulations.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Authority’s Minimum Standards.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation Leasing/Rents and Fees Policy – Primary Management and Compliance Document that sets forth the parameters for leasing Airport land and

Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper’s Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities, etc.

Jet Fuel – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the Airport Layout Plan used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person’s duties.

Legal Requirements – All applicable federal, state, Authority, and local laws, codes, ordinances, executive orders, policies, and regulations.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Limousine – A vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one’s presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the Authority) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards (Minimum Standards) – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC and/or the Airport Director.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of Arizona that collectively owns and operates aircraft and restricts membership from the general public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An entity that has entered into an Agreement with the Authority to engage in Commercial Aeronautical Activities at the Airport.

Passenger Terminal Building – The building at an airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has written permission from the Authority to conduct an Activity at the Airport according to the parameters established by a permit.

Premises – The land and/or Improvements used exclusively under an Agreement by a Tenant

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the Authority, as may be amended from time to time, including Rules and Regulations, General Aviation Leasing/Rents and Fees Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.



Public Area – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, Passenger Terminal Building lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those paved areas of the Airport within the AOA designated by the Authority for parking, loading, unloading, fueling, or servicing of aircraft.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage, or placards.

Rules and Regulations – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Secured Area – A portion of an airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an airport approved identification medium unless under Authority approved escort.

Self-Fueling – The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner’s Employee(s) using the Aircraft Owner’s vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner’s Employees using the Aircraft Owner’s vehicles, Equipment, and resources.

Skydive/parachute jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of Authority staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Sterile Area – The area in the Passenger Terminal Building beyond the security screening checkpoint(s).

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator’s or Lessee’s Premises and for which, the Authority has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the Authority) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Tenant – A person, Association, or entity that has entered into an agreement with either the Authority or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the Airport’s property boundary to the Airport’s airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

**B-2. Acronyms**

AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
Avgas	Aviation Gasoline
BRS	Basic Safety Requirements
CFR	Code of Federal Regulations
CVO	Commercial Vehicle Operator
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
FBO	Fixed Base Operator
LOA	Letter of Agreement
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice to Airmen
OFA	Object Free Area
OFZ	Obstacle Free Zone
RSA	Runway Safety Area
SASO	Specialized Aviation Service Operator
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SRM	Safety Risk Management
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association