



MINIMUM STANDARDS

FOR

COMMERCIAL AVIATION OPERATORS

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SECTION I – DEFINITIONS

Aeronautical Service – Any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted at an airport. These services include, but are not limited to:

- Air taxi and charter operations
- Pilot training
- Aircraft renting
- Sightseeing
- Aerial photography
- Crop dusting and other agricultural applications
- Aerial advertising and banner towing
- Aerial surveying
- Air carrier operations
- Skydiving
- Ultralight operations
- Aircraft sales and services
- Sale of aviation petroleum products
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Aircraft tie-down and storage
- Aerial fire fighting
- Power line or pipeline patrol.
- Repair of aircraft accessories
- Repair and/or overhaul of aircraft interiors
- Aircraft painting

Airport – The Muskegon County Airport, and all of the property, buildings, facilities, and improvements within the exterior boundaries of such Airport as it now exists on the Airport Layout Plan or Exhibit A, or as it may hereinafter be extended, enlarged, or modified.

Airport Manager – The Airport Manager or his/her designee.

Airside – All buildings and surfaces located inside the Airport's 10' perimeter fence.

Board – Muskegon County Board of Commissioners.

Commercial Aeronautical Service Operator (CASO) – Any Person duly licensed and authorized by written agreement with the Airport to provide specific Aeronautical Services at the Airport, under strict compliance with such agreement and pursuant to these regulations and standards. A CASO is an FBO, SASO, or CAT.

Commercial Aviation Tenant (CAT) - A CASO who is offering any Aeronautical Service not covered in Section IV.A. of these minimum standards. Such activities include, but are not limited to:

- ◆ Aircraft sales
- ◆ Sightseeing flights
- ◆ Crop dusting and other agricultural applications
- ◆ Banner towing and aerial advertising
- ◆ Aerial photography and survey
- ◆ Aerial fire fighting
- ◆ Power line or pipeline patrol
- ◆ Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations

Corporate Self-Fueling Permit (Fuel Permit) – A permit issued by the Airport Manager to a Person who dispenses aviation fuel at Muskegon County Airport to aircraft owned by the permittee, or leased from others and operated by the permittee.

EEO – Equal Employment Opportunity.

FAA – Federal Aviation Administration.

FAR – Federal Aviation Regulations.

Fixed Base Operator (FBO) – A CASO who is duly licensed and authorized by written agreement with the Airport to provide aeronautical services at the Airport under strict compliance with such agreement and pursuant to these regulations and standards. An FBO's primary activity is the refueling of aircraft. An FBO also performs at least three (3) of the following secondary Aeronautical Services:

- ◆ Aircraft tie-down or other storage
- ◆ Aircraft maintenance and repair
- ◆ Aircraft rentals
- ◆ Air taxi and charter operations
- ◆ Avionics repair services
- ◆ Instrument repair services
- ◆ Propeller repair services
- ◆ Flight training

Flying Club – Means any group of persons owning, leasing, or operating one or more aircraft, not for profit or reward, and using the aircraft for the purpose of providing its members with these aircraft for their personal use and enjoyment.

Fuel – Any gasoline, distillate, benzene, naphtha, benzol, or other volatile and inflammable liquid produced, compounded, and used for propelling aircraft.

Landside – All buildings and surfaces on the Airport used by surface vehicular and pedestrian traffic.

Large Aircraft – An aircraft of more than 12,500 pounds maximum certified takeoff weight or turboprop and turbojet aircraft.

Lease – A long-term written agreement established on a minimum basis of six (6) months wherein the lessee shall have full control over the scheduling and use of aircraft and the aircraft is insured as required by these Minimum Standards for the use of the aircraft by lessee. (Also referred to as aircraft lease-back.)

Minimum Standards – The standards established by the Airport as the minimum requirements to be met as a condition for the right to conduct an Aeronautical Service at the airport.

Mogas – Abbreviation used for *motor gasoline*, used to distinguish automobile fuel from aviation gasoline,

Movement Area – Surfaces areas on the airside of the airport where vehicles and aircraft may operate only with clearance from the Air Traffic Control Tower. Prior permission to operate on Movement Areas must be obtained from the Airport Manager.

NFPA – National Fire Protection Association.

Non-movement Area – Surface areas on the airside of the airport where vehicles and aircraft may operate without communicating with the Air Traffic Control Tower.

NOTAM – Notice to Airmen published by the FAA.

Person – An individual, corporation, firm, government or governmental subdivision, partnership, limited partnership, association, or any other legal entity.

Ramp Privilege – The driving of a vehicle upon non-movement areas of the airport to deliver persons, cargo, or equipment to an aircraft as a matter of convenience or necessity.

Repair Station Certificate – A certificate issued by the FAA once an applicant has satisfied the requirements of 14 CFR Part 145 to be designated a Repair Station.

Self-Fueling Operator – A person who dispenses fuel to aircraft owned by such person, or leased from others and operated by such person.

Small Aircraft – An aircraft of 12,500 pounds or less maximum certified takeoff weight.

Specialized Aeronautical Service Operator (SASO) - A Specialized Aeronautical Service Operator (SASO), also commonly referred to in the aviation industry as Special FBOs or Single-Service Providers, is a CASO providing one or more of the following aviation activities:

- ◆ Aircraft rentals
- ◆ Airframe and power plant repair
- ◆ Air taxi and charter operations

- ◆ Avionics repair services
- ◆ Instrument repair services
- ◆ Propeller repair services
- ◆ Flight training
- ◆ Repair of aircraft accessories
- ◆ Repair and/or overhaul of aircraft interiors
- ◆ Aircraft painting

A SASO is, however, expressly prohibited from selling aviation fuel and oil, or providing aircraft tie-down and storage to the public.

Specialized Aircraft Repair Services – Includes the repair of aircraft accessories, repair and/or overhaul of aircraft interiors, and aircraft painting.

STC - A supplemental type certificate (STC) is a type certificate (TC) issued by the FAA when an applicant has received FAA approval to modify an aircraft from its original design. The STC, which incorporates by reference the related TC, approves not only the modification but also how that modification affects the original design.

UNICOM – A non-governmental communication facility which provides airport advisory information.

SECTION II – INTRODUCTION

These Minimum Standards are intended to establish the threshold entry requirements for those wishing to provide an Aeronautical Service to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and to promote fair competition at the Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the standards compliant Aeronautical Services and Muskegon County Airport patrons.

SECTION III – PREQUALIFICATION REQUIREMENTS

Prior to the commencement of operations, each CASO will be required to enter into a written agreement with the Board. Pertinent information such as, but not limited to, the term of the agreement, rentals and fees, insurance, and rights and privileges granted, shall be detailed in the agreement.

Each prospective CASO, or existing CASO that wishes to engage in additional Aeronautical Services than what was initially approved, shall apply to the Airport Manager for the right to operate on the Airport. The following information and, thereafter, such additional information as may be requested by the Airport Manager, shall be submitted as part of the application.

A. Intended Scope of Aeronautical Services

As a condition precedent to the granting of an operating privilege on the Airport, the prospective operator must submit a detailed description of the scope of the intended operation and the means and methods to be employed to accomplish the contemplated operating standards in order to provide high quality service to general aviation and the general public at the Airport.

B. Financial Responsibility

The prospective operator must provide evidence, satisfactory to the Airport Manager, demonstrating financial responsibility. Such evidence of financial responsibility shall be capable of being independently verified by the Airport. The prospective operator must demonstrate financial capability to initiate operations, including financial responsibility for the construction of improvements and appurtenances that may be required as part of the proposed operation or operations. The prospective operator must also demonstrate financial capacity to provide working capital to carry on the contemplated operations, once initiated.

C. Experience

The prospective operator shall furnish the Airport Manager with a statement of past experience related to the specified Aeronautical Services that the operator proposes to provide at the Airport.

Nothing in these Minimum Standards shall be construed to prevent a CASO from providing the same Aeronautical Services as another CASO. However, the Airport reserves the right to limit the scope of services or the number of providers of Aeronautical Services based on legal, environmental, or land use considerations.

Each CASO shall operate its business in compliance with all applicable federal, state, and local statutes, ordinances, rules and regulations, including, but not limited to, those

relating to tax, fire, building, EEO and safety matters. In addition, all operators shall comply with all rules and regulations promulgated by the Board.

All CASOs shall comply with all applicable local, state, and federal environmental regulations including, but not limited to, requirements for underground storage tanks, employee training, the disposal of waste oil and other hazardous substances, and the refueling of all aircraft and vehicles. In addition, prior to the beginning of any new operation, each CASO shall submit, and have approved by the Airport, a hazardous materials handling, storage, and disposal plan.

Prior to construction of any buildings including, but not limited to, hangars, lean-to's, and aircraft parking shades, pavement, fuel farms, or other facilities, plans shall be submitted to the Airport Manager for approval. No construction shall commence without such approval, and once approved, no plans shall be changed without prior approval of the Airport Manager.

The pertinent Minimum Standards and requirements for any CASO will be predicated upon the nature of the initial business venture. If, at a later date, the business is expanded to encompass new or additional types of services, then the Minimum Standards established for these new or additional services shall be considered in the reestablishment of Minimum Standards for the CASO.

Additionally, the Airport recognizes that certain operators presently are authorized to conduct business at the Airport at the time of the establishment of these Minimum Standards and may occupy facilities or be conducting operations not in compliance with these Minimum Standards. The operations of such operators shall be governed by individual lease provisions determined on a case by case basis. However, any expansion of facilities or operations, or any relocation of facilities or operations on the Airport, shall be in accordance with these Minimum Standards.

SECTION IV – FIXED BASE OPERATORS (FBO)

An FBO is a full-service CASO who is authorized to engage in the primary activity of aircraft fueling and at least three (3) of the secondary Aeronautical Services listed in Section IV.A.1. This section lists the minimum physical facilities, operations, and insurance requirements that an FBO must have.

An FBO operator shall satisfy the Board that it is technically able to perform the services of an FBO. This shall include the responsibility for demonstrating continued financial solvency and business ability by the submission of an annual balance sheet, credit references and/or any other proof that the Board may require from time to time. In cases of doubt by the Board as to such continuing financial ability of an FBO, the Board may conduct a hearing to determine appropriate action. In each instance, the Board shall be final judge as to the qualifications and financial ability of the FBO.

Any person, firm, or corporation capable of meeting the Minimum Standards set forth herein for an FBO is eligible to become an FBO at the Airport, subject to the execution of a written lease with the Board containing such terms and conditions as may be determined by the Board.

A. Activities

1. In addition to aircraft fueling, to be qualified as an FBO, a minimum of three (3) of the following secondary Aeronautical Services must be offered to the public:
 - ◆ Aircraft tie-down or other storage
 - ◆ Aircraft maintenance and repair
 - ◆ Aircraft rentals
 - ◆ Air taxi and charter operations
 - ◆ Avionics repair services
 - ◆ Instrument repair services
 - ◆ Propeller repair services
 - ◆ Flight training

Requirements for these services are contained in Section V. An FBO may offer, and is encouraged to offer, more services than the minimum required or that are listed in this section.

2. The FBO shall provide all necessary support equipment to properly service and provide support for the aircraft that are based on and/or normally transiting the Airport. Said equipment includes, but may not be limited to, adequate fire extinguishers, aircraft tugs of various sizes, ground power starter, and auxiliary power units.
3. In addition to the Aeronautical Services listed above, an FBO must offer the following services:

- ◆ Complimentary ground transportation to other areas of the Airport;
- ◆ Availability of rental cars for off-airport transportation. This service shall be arranged only through companies authorized by the Airport to perform such service on the Airport. However, the FBO may provide this service itself subject to prior approval by the Airport;
- ◆ Sale of pilot convenience items, such as, but not limited to, aviation charts, flashlights, and batteries, etc.

B. Facilities

Except as otherwise provided in any agreement between the FBO and the Airport, an FBO conducting or offering aircraft fueling to the public on the Airport shall be required to provide the following services and equipment:

1. Fuel Delivery and Storage

An FBO shall offer for sale to the public a minimum of two (2) FAA approved grades of aviation fuel: 1) grade for use by aircraft having reciprocating engines, and 2) grade for aircraft having turbine based engines. Additional grades of aviation fuel as approved by the FAA may also be offered for sale.

There shall be a minimum of 10,000 gallons of fixed storage capacity for each grade of fuel required. The minimum fixed storage capacity for each additional grade of fuel the FBO may elect to carry shall be 5,000 gallons. The storage facility must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC).

The FBO shall provide at least one (1) metered, filter-equipped mobile dispenser for each grade of aviation fuel offered for sale. Mobile dispensing equipment shall have a capacity of at least 500 gallons for each grade of fuel. Design and safety features of the mobile equipment shall meet all current federal, state, and local standards. In no event, shall a new operator begin service with mobile equipment more than five (5) years old unless it has been completely overhauled to meet the current standards.

The FBO, at its election, may also provide fixed dispensers for one (1) or more of the various grades of fuel it offers for sale.

2. Ramp Space

The FBO shall construct or lease paved ramp area for the parking of a minimum of twenty (20) aircraft. This parking area shall have appropriate tie-down rods and be connected to the Airport's taxiway systems with a paved access taxiway.

3. Building

The FBO shall construct or lease a building that will provide a minimum of 14,000 square feet of properly lighted and heated area for work and office space, aircraft storage, and public waiting area. Each such public waiting area must include permanent indoor public restroom facilities and a public telephone. A minimum of 1,000 square feet of the building shall be devoted to the public waiting area. An FBO shall provide a flight planning area with appropriate seating, work areas, communication facilities, directories, and all items necessary for complete flight planning, separate from other public areas.

4. Land

The leasehold shall contain a minimum area of three (3) acres to provide space for all buildings, aircraft parking, and employee and customer parking.

C. Operation

1. The FBO shall provide a sufficient number of personnel to perform all services to be offered during the hours of operation.
2. The FBO shall be open and provide all offered Aeronautical Services and aircraft services for a minimum of twelve (12) hours per day, seven (7) days per week, during the months of October through February. During the months of March through September, the FBO shall remain open an additional three (3) hours each day.
3. During the hours the FBO is not open for normal service, the FBO shall have personnel on standby to respond to emergency calls. The telephone number of the standby personnel shall be posted in a conspicuous place on both the landside and the airside of its building, as well as being provided to Airport security.

D. Insurance

All FBOs shall provide insurance with a combined single limit liability amount not less than \$5,000,000. Said insurance shall cover:

- ◆ Aircraft liability

- ◆ Bodily injury
- ◆ Property damage
- ◆ Hangar keeper's liability
- ◆ Products liability
- ◆ Professional liability
- ◆ Environmental impairment liability
- ◆ Student and renter pilot coverage (if engaged in activities requiring such, see the SASO requirements in Section V)

In addition, if the FBO engages in the fueling of commercial airlines on the air carrier terminal ramp, the minimum insurance amount shall be \$20,000,000. If insurance requirements contained in the FBO's lease with the Airport differ, the lease requirements shall prevail.

E. Indemnity

The FBO shall agree to the County's standard indemnity language, which will be drafted into the lease.

F. Miscellaneous

The FBO shall provide the following miscellaneous services and facilities to the public:

- ◆ Adequate bonding wires will be installed, continuously inspected and maintained on all fueling equipment.
- ◆ Parking lot for customer and employee vehicles.
- ◆ The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials, including, but not limited to, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.
- ◆ The safe storage and handling of fuel in conformance with all Federal, State, and local requirements and fire codes pertaining to safe storage and handling of fuel.
- ◆ Training programs for fuel personnel.
- ◆ Fuel storage facilities and mobile fuel dispensers shall be available for inspection by Airport personnel, on a quarterly basis, and required by Federal Aviation Regulation Part 139.

SECTION V – SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

This section lists the minimum physical facilities, operations, and insurance requirements that an SASO must maintain.

For convenience and ready reference, each type of Aeronautical Service is listed with its own minimum requirements.

If an SASO desires to provide more than one (1) of the Aeronautical Services, the Airport shall determine the minimum requirements that will apply to the overall operation. However, it shall be the guiding policy that the Aeronautical Services having the greatest minimum requirements shall be the standard applied.

A. General Requirements

1. Space Requirements

- a. Building. The SASO shall lease, sub-lease, or construct the amounts of properly lighted and heated work and office space, storage, and public waiting area, including indoor restroom facilities and a public telephone, necessary for the type of Aeronautical Service in which the operator wishes to engage.

If the SASO leases or sub-leases the required facilities in a building having more than the minimum square footage required, the restroom and public telephone facilities may be detached from the primary space but can be no more than 150 feet walking distance, sheltered from the weather, from the primary space.

If the SASO desires to construct its facilities, or is required to construct facilities in order to meet the minimum space requirements, the SASO must submit construction plans to the Airport Manager for approval. In addition to normal construction methods, buildings may be of a modular or manufactured design. However, such buildings commonly referred to as house trailers or construction trailers shall not be approved.

- b. Aircraft Parking/Storage Space. The SASO shall lease, sub-lease, or construct sufficient aircraft parking/storage space to accommodate the type of activity in which the operator wishes to engage. This parking/storage space may be either ramp area or hangar area. If ramp space is constructed, it shall be connected and flush to an existing ramp or be connected to the Airport's taxiway system by a paved connector taxiway. If hangar space is constructed, it shall be connected to a ramp or the Airport's taxiway system by a paved

connector taxiway. No aircraft parking/storage shall be permitted on unpaved land.

- c. Land. If the building and/or ramp space required for an activity must be constructed, then sufficient land shall be leased or sub-leased to allow for such construction. In addition, sufficient land shall be leased or sub-leased to provide for parking of a minimum of five (5) automobiles for employees and customers.
- d. Aircraft. When required of the activity, all aircraft shall be airworthy and properly equipped for the activity. All aircraft shall be either owned or leased in writing by the operator
- e. Personnel. In addition to the specialized personnel specified herein for an activity, sufficient personnel shall be available on premises during the hours of operation to take customer orders and to answer inquiries in person.
- f. Waste Disposal. Lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials, including, but not limited to, used oil, solvents, and other regulated waste is required. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.

B. Aircraft Rental

1. Aircraft

A minimum of two (2) single-engine and/or multi-engine aircraft shall be on inventory and available for rental.

2. Space Requirements

- a. Building. Two hundred (200) square feet, excluding public restroom space.
- b. Aircraft Parking/Storage Space. Sufficient to accommodate the number of aircraft to be utilized in the operation as determined by the Airport Manager. No aircraft shall be parked or stored in any area not specifically designated for such use in the SASO's lease agreement.

3. Personnel

The SASO shall employ, either full time or part time, a minimum of one (1) flight instructor, including him/herself, with appropriate ratings, currently certificated by the FAA.

4. Hours of Operation

The minimum hours of operation shall be from 8:00 AM to 5:00 PM, seven (7) days per week.

5. Insurance

The SASO shall provide insurance with a combined single limit liability amount not less than \$1,000,000 per available seat for the largest sized aircraft used in the operation. However, the maximum amount of insurance required shall be limited to \$5,000,000. Said insurance shall cover:

- ◆ Aircraft liability
- ◆ Bodily injury
- ◆ Property damage
- ◆ Product liability
- ◆ Professional liability
- ◆ Environmental impairment liability (required only if doing self-fueling and/or maintenance)
- ◆ Student and renter pilot coverage

If the insurance requirements contained in the SASO's negotiated lease with the Airport are higher than the minimum required amounts, the lease requirements shall prevail.

6. Indemnity

The SASO shall agree to the County's standard indemnity language, which will be drafted into the lease.

C. Airframe and Power Plant Repair

1. Space Requirements

- a. Building. Three thousand (3,000) square feet total space with two hundred (200) square feet of public space, excluding restroom facilities.
- b. Aircraft Parking/Storage Space. The SASO shall provide sufficient space, either within the required building or with a combination of building and ramp space, to park and store all aircraft being serviced as determined by the Airport Manager. No aircraft shall be parked or stored in any areas not specifically designated for such use in the SASO's lease agreement.

2. Personnel

The operator shall provide mechanics and other technicians currently certificated by the FAA with ratings appropriate for the work being performed.

3. Hours of Operation

8:00 AM to 5:00 PM, five (5) days per week.

4. Equipment

The operator shall have sufficient equipment and maintain supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations or equivalent.

5. Insurance

The SASO shall provide insurance with a combined single limit liability amount not less than \$1,000,000. However, if the Airport determines that the value of aircraft to be serviced is greater than this minimum insurance requirement, the Airport reserves the right to increase the minimum insurance required. Said insurance shall cover:

- ◆ Aircraft liability
- ◆ Bodily injury
- ◆ Property damage
- ◆ Product liability
- ◆ Professional liability
- ◆ Hangar keeper's liability
- ◆ Environmental impairment liability

If the insurance requirements contained in the SASO's negotiated lease with the Airport are higher than the minimum required amounts, the lease requirements shall prevail.

6. Indemnity

The SASO shall agree to the County's standard indemnity language, which will be drafted into the lease.

D. Air Taxi and Charter Operations

Providers desiring to engage in air taxi and/or charter operations must be certificated by the FAA under Federal Aviation Regulation Part 135, as well as meet the following minimum Airport operating standards:

1. Aircraft

A minimum of two (2) single-engine and/or multi-engine aircraft shall be on inventory and available for charter. All aircraft will meet all requirements of the FAR Part 135 certificate.

2. Space Requirements

- a. Building. Five hundred (500) square feet total with two hundred (200) square feet of public space, excluding public restroom space.
- b. Aircraft Parking/Storage Space. Sufficient to accommodate the number of aircraft to be utilized in the operation. No aircraft shall be parked or stored in any area not specifically designated for such use in the SASO's lease agreement.

3. Personnel

The operator shall employ commercial and/or airline transport pilots currently certificated by the FAA who are appropriately rated for the air taxi and/or the charter service being offered.

4. Hours of Operation

8:00 AM to 5:00 PM, seven (7) days per week.

5. Insurance

The SASO shall provide insurance with a combined single limit liability amount not less than \$1,000,000 per available seat for the largest sized aircraft used in the operation. However, the maximum amount of insurance required shall be limited to \$5,000,000. Said insurance shall cover:

- ◆ Aircraft liability
- ◆ Bodily injury
- ◆ Property damage
- ◆ Passenger liability
- ◆ Professional liability
- ◆ Environmental impairment liability (required if doing self-fueling and/or in-house maintenance)

If the insurance requirements contained in the SASO's negotiated lease with the Airport are higher than the minimum required amounts, the lease requirements shall prevail.

6. Indemnity

The SASO shall agree to the County's standard indemnity language, which will be drafted into the lease.

E. Avionics, Instrument, and Propeller Repair Service

Providers desiring to engage in avionics, instruments, or propeller repair service must be certificated as a Repair Station with appropriate ratings by the Federal Aviation Administration, as well as meet the following minimum Airport operating standards:

1. Space Requirements

- a. Building. Three thousand (3,000) square feet total with two hundred (200) square feet of public space, excluding public restroom space.
- b. Aircraft Parking/Storage Space. The SASO shall provide sufficient space, either within the required building or with a combination of building and ramp space, to park and store all aircraft being serviced. No aircraft shall be parked or stored in any area not specifically designed for such in the SASO's lease agreement.

2 Personnel

The operator shall employ people currently certificated by the Federal Aviation Administration in accordance with the Repair Station Certificate.

3. Hours of Operation

8:00 AM to 5:00 PM, five (5) days per week.

4. Insurance

The SASO shall provide insurance with a combined single limit liability amount not less than \$1,000,000. Said insurance shall cover:

- ◆ Bodily injury
- ◆ Property damage
- ◆ Products liability
- ◆ Professional liability
- ◆ Hangar keeper's liability
- ◆ Environmental impairment liability

If the insurance requirements contained in the SASO's negotiated lease with the Airport are higher than the minimum required amounts, the lease requirements shall prevail.

6. Indemnity

The SASO shall agree to the County's standard indemnity language, which will be drafted into the lease.

F. Flight Training

1. Aircraft

The operator shall have at least two (2) single-engine and/or multi-engine aircraft.

2. Space Requirements

a. Building. Two thousand (2,000) square feet total with two hundred (200) square feet of public space, excluding public restroom space.

b. Aircraft Parking/Storage Space. Sufficient to accommodate the number of aircraft to be utilized in the operation. No aircraft shall be parked or stored in any area not specifically designated for such use in the SASO's lease agreement.

3. Personnel

The operator shall employ commercial pilots currently certificated by the FAA with appropriate ratings to cover the type of training offered. In addition, the operator shall employ at least one individual as a dispatcher to release aircraft. At least one dispatcher shall be appropriately certified by the FAA and shall be on duty or available to release aircraft at all times operator's aircraft are available for use by students.

4. Hours of Operation

8:00 AM to 5:00 PM, seven (7) days per week.

5. Insurance

The SASO shall provide insurance with a combined single limit liability amount not less than \$1,000,000. Said insurance shall cover:

- ◆ Aircraft liability
- ◆ Bodily injury
- ◆ Property damage
- ◆ Products liability

- ◆ Professional liability
- ◆ Environmental impairment liability (required if doing self-fueling and/or in-house maintenance)
- ◆ Student and renter pilot coverage

If the insurance requirements contained in the SASO's negotiated lease with the Airport are higher than the minimum required amounts, the lease requirements shall prevail.

6. Indemnity

The SASO shall agree to the County's standard indemnity language, which will be drafted into the lease.

G. Specialized Aircraft Repair Services

1. Space Requirements

- a. Building. Three thousand (3,000) square feet total with two hundred (200) square feet of public space, excluding public restroom space.
- b. Aircraft Parking/Storage Space. The SASO shall provide sufficient space, either within the required building or with a combination of building and ramp space, to park and store all aircraft being serviced. No aircraft shall be parked or stored in any area not specifically designed for such use in the SASO's lease agreement.

2. Personnel

The operator shall provide mechanics and other technicians currently certificated by the Federal Aviation Administration with ratings appropriate for the work being performed.

3. Hours of Operation

8:00 AM to 5:00 PM, five (5) days per week.

4. Insurance

The SASO shall provide insurance with a combined single limit liability amount not less than \$1,000,000. Said insurance shall cover:

- ◆ Bodily injury
- ◆ Property damage
- ◆ Products liability
- ◆ Professional liability
- ◆ Hangar keeper's liability

- ◆ Environmental impairment liability

If the insurance requirements contained in the SASO's negotiated lease with the Airport are higher than the minimum required amounts, the lease requirements shall prevail.

6. Indemnity

The SASO shall agree to the County's standard indemnity language, which will be drafted into the lease.

SECTION VI – COMMERCIAL AVIATION TENANTS (CAT)

Prior to commencement of their operations at the Airport, a CAT shall apply and obtain approval from the Airport Manager, indicating their intention to provide an Aeronautical Service on the Airport. Such application shall state:

- ◆ The name and address of the operator
- ◆ The nature of the service(s) to be provided
- ◆ The FAA registration number for all aircraft to be utilized in the operation
- ◆ Proof of insurance as required in Section V of these minimum standards
- ◆ The principal location where the commercial transactions will be conducted if other than the address of the operator

All CATs shall register with the Airport in accordance with Section III of these Minimum Standards. No minimum space is required of a CAT. However, it is required that all aircraft and other equipment be properly parked and stored in areas approved for such use by the Airport Manager.

All personnel and aircraft utilized in the CAT's operation shall be appropriately certificated by the FAA.

A CAT shall provide insurance with a combined single limit liability amount not less than \$1,000,000. Said insurance shall cover:

- ◆ Bodily injury
- ◆ Property damage
- ◆ Products liability
- ◆ Professional liability
- ◆ Hangar keeper's liability
- ◆ Environmental impairment liability

If the insurance requirements contained in the CAT's negotiated lease with the Airport are higher than the minimum required amounts, the lease requirements shall prevail.

Lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials, including, but not limited to, used oil, solvents, and other regulated waste is required. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.

The CAT shall agree to the County's standard indemnity language, which will be drafted into the lease.

SECTION VII – SELF-FUELING MINIMUM STANDARDS

A. Purpose

All fuel operations on the Airport, including fuel trucks and bulk fuel storage tanks, must be professionally operated, managed, supervised and controlled to minimize liability and assure optimum safety of operation. The operation of fueling facilities and equipment on the Airport, including the operation of all refueling trucks and bulk fuel storage facilities, must be provided either through the Airport's Fixed Base Operators (FBO) or the Specialized Aviation Service Operators (SASO) with self-fueling permits.

B. General

A CASO wishing to fuel its own aircraft at the Airport must request and be approved for a Corporate Self-Fueling Permit (Fuel Permit) issued by the Airport Manager and operate under the following procedures.

C. Limitation of Self-Fueling Authorization

CASOs are restricted from selling or dispensing fuels to other Airport users, including locally based and transient aircraft. Fueling of any aircraft not owned by the CASO is a violation of the Fuel Permit and is cause for immediate revocation of the Fuel Permit. As part of the CASO's Fuel Permit request, the CASO shall provide the Airport Manager a list of owned aircraft and shall also provide evidence of ownership of any aircraft being fueled when requested by the Airport Manager.

D. Fuel

A CASO may use and store aircraft fuel of the types required by the aircraft that the CASO owns. The dispensing of fuels shall conform to any Airport regulations and applicable Fire Protection District Codes, Federal Aviation Administration (FAA) Advisory Circulars and also to American Standard Testing Method (ASTM) D-910 for AV-Gas and ASTM D-1655 for jet fuel and automobile fuels; Mogas ASTM D-439-58, shall comply with standards as set forth for AV-Gas. Mogas must meet standards as identified in the applicable Supplemental Type Certificate (STC) for the permitted aircraft.

E. Fueling Facilities and Methods

1. As a precondition for obtaining a permit, a CASO must construct and develop a minimum 5,000 gallon permanent fuel storage facility for each grade of fuel dispensed. Each Permittee will be required to construct all electrical, containment areas, plumbing, tanks, security fencing, and all other requirements associated with a fuel storage facility, either on the fuel farm or on its leased property, as determined by the

recommendations, requirements, and regulations of applicable FAA Advisory Circulars, Airport and National Fire Protection Association Standards, and Fire Codes of the City of Norton Shores and Muskegon County. The fuel storage facility must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC) as applicable. Plans for the fuel storage facility must be approved by the Airport Manager prior to construction.

2. The CASO will allow its fuel storage facility and fuel trucks to be inspected by the Norton Shores Fire Department and/or by the Airport Manager on request, and shall cease operation until any malfunction or discrepancy that may be noted is corrected to the satisfaction of both the Norton Shores Fire Department and the Airport Manager. Permittee shall conduct continual self-inspection and maintenance of fuel storage facility and fuel trucks.
3. Pumps, either hand or power operated, must be used when aircraft are fueled. All fueling of aircraft shall be through an approved fuel flowage metering device. Pour or gravity-flow fueling is prohibited.
4. To minimize the possibility of sparks from static electricity while fueling, aircraft and fueling equipment must be electrically bonded to each other, the fueling nozzle must be electrically bonded to the aircraft, and both aircraft and fueling equipment must be grounded, before fuel flow starts.
5. Fueling operations may only be conducted in areas designated by the Airport Manager.
6. No flammable or combustible liquid may be dispensed into or removed from the fuel system of an aircraft within any hangar or building.
7. Aircraft using Mogas must meet requirements of any applicable STC.
8. Fuel Trucks/Transportation
 - a. Fuel trucks and transportation methods must comply with applicable federal, state and local facilities rules, regulations and requirements and Uniform Building Code Standards, City of Norton Shores Codes, Airport Rules and Regulations, and the National Fire Protection Association recommended practices prior to any use at the Airport.
 - b. Fueling from a vehicle fuel tank into an aircraft is prohibited.

9. Fuel Emergencies

- a. CASO is responsible for proper clean up and removal of all fuel leakage from any fuel storage facilities or trucks and for the cost of the clean up if conducted by an outside agency, per applicable Fire Codes and FAA Advisory Circulars, and the clean up and removal methods must comply with applicable local, State or Federal requirements.
- b. The Airport Manager must be notified immediately of any fuel leakage or spill.

F. Indemnification

CASO is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts or omissions, and Muskegon County shall in no way be responsible for any act or inaction of the Permittee. Permittee covenants and agrees to indemnify, hold harmless and defend Muskegon County, its officers, agents, elected officials, and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the use of self-fueling authorization. Such indemnification shall include the County's costs of investigation and legal defense including, but not limited to, the County's actual court costs, attorney fees and expert witness fees.

G. Insurance

1. CASO must provide, at its own cost, insurance coverage equal to the amount set out in the Airport Minimum Standards for an FBO, to be underwritten by a responsible insurance carrier, authorized by the State of Michigan, to provide coverage for third-party comprehensive general liability coverage for bodily injury and property damage, including owned and non-owned vehicles and/or aircraft, for any claim or liability for any injury or damage to any person or property occurring on Airport or arising out of or resulting from Permittee's acts or omissions.
2. The named insured on such policy must include, as Named Insureds on the policy Declarations Page, Muskegon County, its Boards, Commissions, Officers, Agents, and Employees. It is required that the insurance carrier give the Airport Manager 30 days written notice prior to cancellation of or material alternation to the Policy.
3. Muskegon County requires that CASO provide the Airport Manager with a certificate of insurance evidencing the coverage in effect, including policy limits and expiration date. The policy, or policies, must be maintained in full force and effect during the term of this permit; a copy of such policy shall be delivered to the Airport Manager.

H. Fees

1. Registration Fee

As consideration for administration and inspection costs, the CASO shall pay the Airport an annual Fuel Permit fee of One Thousand (\$1,000) Dollars.

2. Fuel Flowage Fee

Each CASO, fueling any aircraft, shall record the amount of fuel dispensed during each calendar month and submit a report to the Airport Manager on the 15th of each subsequent month. Each monthly report shall be accompanied by the appropriate fuel flowage fees (currently \$0.15/gallon) and a copy of the invoices for all fuel purchased by the CASO in the calendar month. Each such CASO shall maintain a log of the type and amount of fuel dispensed in any aircraft. The log shall reflect the actual gallons registered by the fuel flowage meter. The log and fuel flowage metering device must be available for review by the Airport Manager upon request.

3. Taxes

The CASO shall pay all applicable local, State and Federal taxes.

I. Cancellation

1. Cancellation by CASO

A Fuel Permit issued to a CASO may be canceled by the CASO upon thirty (30) days written notice to the Airport Manager only after all payments due have been paid.

2. Cancellation by the County

A Fuel Permit issued to a CASO is subject to cancellation by the Airport Manager in the event CASO:

- a. Is in arrears in the payment of the whole or any part of the amounts due from CASO for a period of ten (10) days after the time the payments become due.
- b. Discontinues fueling operations.
- c. Defaults in the performance of any of the covenants and conditions required in the Fuel Permit to be kept and performed by the CASO, and the default continues for a period of thirty (30)

days after receipt of written notice from the Airport Manager of the default.

- d. Violation of any safety procedure, regulation, or requirement enumerated in use of self-fueling authorization, which will result immediate termination of the lease.
- e. Lapse of any form of required insurance, which will result immediate termination of the lease.
- f. For failure to make timely and accurate report records required for use of self-fueling authorization, the Airport Manager will notify the CASO and issue a warning. Two (2) or more warnings within twelve (12) consecutive months will result in immediate termination of the lease.

J. Term of Self-Fueling Permit

Unless otherwise canceled or terminated, a Fuel Permit shall remain effective for a period of five (5) years from date of issuance. Following termination or expiration, a Fuel Permit shall be void and of no further force or effect. A Fuel Permit will be in the form of a letter from the Airport Manager. The letter will include the date of issuance and date of expiration of the Self-Fueling Permit .

K. Assignment, Transfer, or Subletting

Without the written consent of the Airport Manager, a CASO shall not assign, sublet, or transfer a Fuel Permit, or any of its privileges. It is specifically agreed that the CASO will not enter into any tie-in agreements with other operators.

SECTION VIII – FLYING CLUBS

The County has the right to require a Flying Club to furnish documents such as insurance policies, Flying Club By-Laws, meeting minutes and notifications, and a current list of members to ensure that the Flying Club remains a non-CASO and non-profit organization.

- A. Each Flying Club shall be required to provide the Airport Manager with proof of comprehensive liability insurance covering claims for damages because of bodily injury and personal injury, including death, and damage to property in the amount of One Million (\$1,000,000) Dollars, combined single limit, and proof of comprehensive auto liability in the amount of One Million (\$1,000,000) Dollars, combine single limit.
- B. No member (owner) of a Flying Club shall receive compensation for services provided for such Flying Club or its members (owners) unless such member is an authorized CASO with the Airport.
- C. Flying Club members' aircraft shall not be used by non-members.
- D. No member (owner) shall use Flying Club aircraft in exchange for compensation.
- E. Flying Club members (owners) shall file and keep current with the Airport a complete membership (owner) list and the investment share held by each member.
- F. The Flying Club shall agree to the County's standard indemnity language, which will be drafted into the lease.

Further information on flying clubs may be found in Michigan Aeronautics Code Act 327 of 1945.

SECTION IX – THROUGH-THE-FENCE AGREEMENT

The Federal Aviation Administration (FAA), in Advisory Circular 150/5190-5, recommends that airport owners refrain from entering into Through-The-Fence agreements. The Michigan Bureau of Aeronautics supports the FAA recommendation. Muskegon County Airport understands that some Through-The-Fence operations may be beneficial to the Airport's operation; therefore, consideration to Through-The-Fence agreements will be given on a case-by-case basis. Prospective Through-The-Fence operators will be expected to conform to the same operating standards (insurance, fees, commission payments, etc.) as on-site operators. At a minimum, prospective Through-The-Fence operators will be required to fulfill the following requirements: (1) pay an annual airport access fee; (2) pay a minimum one-half acre ground lease equivalent rate; (3) construct any taxilanes necessary to access the airfield; and, (4) maintain airfield perimeter fence continuity. More information on Through-The-Fence operator expectations can be found in the Advisory Circular referenced in this Paragraph or by contacting the Airport Manager.