



# Minimum Standards for Commercial Aviation Operators

November 7, 2018

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## DEFINITIONS

The following words and terms shall have meanings as indicated below, unless the context clearly requires otherwise:

- A. **Aeronautical Activity** is any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
- B. **AGL** means an altitude expressed in feet measured Above Ground Level.
- C. **AIM** means Airman's Information Manual, which is a publication containing basic flight information and Air Traffic Control (ATC) Procedures designed primarily as a pilot's instructional manual for use in the National Airspace System of the United States.
- D. **Airport** means the Sawyer International Airport and all of the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists or as it may herein after be extended or enlarged and as depicted on a recognized current Airport Master Plan.
- E. **Airport Manager** is the individual employed by Marquette County to manage the normal and daily activities and provide continuity for long range planning and development of the airport.
- F. **Airside** is all property inside the perimeter of the security fence surrounding the airport with access to aircraft movement areas and ramps.
- G. **AOA** shall mean Airport Operations Area.
- H. **Apron Privileges** means the driving of a vehicle upon an aircraft-parking apron to deliver persons, cargo, or equipment to an aircraft as a matter of convenience.
- I. **AVGAS** shall mean aviation gasoline (100LL) intended for use in piston aircraft.
- J. **Board** shall mean Marquette County Board of Commissioners.
- K. **Business** Shall be an organization of competitive and repetitive behavior located at Sawyer International Airport.
- L. **Commercial Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property of any kind, or any revenue-producing activity.

- M. **Commercial Tenant** means any entity entering into a contractual relationship with the Sawyer International Airport for space or permission to conduct a commercial activity. This includes concessionaire agreements.
- N. **Common Use Areas** include the apron, runways, and taxiways. All apron and taxiways through leased areas shall be considered common use areas unless identified for exclusive use by the Sawyer International Airport.
- O. **Consent or Approval of Marquette County Board of Commissioners.** Where this Agreement calls for the consent or approval of the Marquette County Board of Commissioners, the same shall be in the form of a resolution approved by the Marquette County Board of Commissioners as provided by law; where the consent or approval of the Airport Manager is required, the same shall be evidence by a written document signed by him or by a person designated by him to sign such document.
- P. **Escort** shall mean the visual surveillance of or physical escorting of persons to and from the AOA.
- Q. **Exclusive Use Area** is an area to which a tenant has sole rights predefined in a lease or other document (not to be confused with exclusive rights as defined by the FAA Assurances).
- R. **Exclusive Rights** means a power, privilege, or other right excluding or barring another from enjoying or exercising a like power, privilege, or right (*see also FAA Order 5190.6B or the latest edition*).
- S. **FAA** means the Federal Aviation Administration.
- T. **FAR** means Federal Aviation Regulations.
- U. **Flying Club** shall be a nonprofit entity (corporation, association, LLC, or partnership) organized for the express purpose of providing its members with aircraft for personal use only.
- V. **FBO** means Fixed Base Operator which includes a Full Service Fixed Base Operator.
- W. **Full Service Fixed Base Operator** shall mean a Fixed Base Operator that sells AVGAS and Jet Fuel and provides into-plane fueling services.
- X. **Ground Vehicle** is a non-aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling vehicles, and aircraft tugs, which may operate, on the airside of the airport only in accordance with these regulations and standards.

- Y. **IFR** means Instrument Flight Rules which govern the procedures for conducting instrument flight.
- Z. **Jet Fuel** shall mean aviation fuel intended for use in turbine aircraft.
- AA. **Landside** is all airport property not having access to aircraft movement areas or ramps.
- BB. **Large Aircraft** is an aircraft of more than 12,500 pounds maximum certified take-off weight.
- CC. **Lease** means a contractual agreement between the Sawyer International Airport and another party which grants a concession or otherwise authorizing the use of land or building space to conduct specified activities. The lease is written and enforceable by law.
- DD. **Light Aircraft** shall mean single and twin-engine general aviation aircraft with a maximum takeoff weight of 12,500 pounds or less.
- EE. **Line Person** means a qualified employee providing flight line service.
- FF. **MDOT** Michigan Department of Transportation.
- GG. **Minimum Standards** means the qualifications, which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an activity on the airport.
- HH. **MSL** means an altitude expressed in feet measured from Mean Sea Level.
- II. **Movement Area** means the runways, taxiways, and other areas of the airport which are used for taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- JJ. **NOTAM** means "Notice to Airmen" which covers a safety or operational item published by the FAA.
- KK. **Off Airport** an aeronautical operation adjacent to the airport and accessible for airside activities (also known as "through the fence").
- LL. **Operator** shall be any entity that has an Operator's Agreement in effect with the Sawyer International Airport.
- MM. **Permission or Permit** shall mean permission granted by the Airport Manager or Designee. Permission or Permit, whenever required by these rules and regulations, shall always mean written permission, except that verbal permission in specific instances may be granted under special

circumstances where the obtaining of written permission would not be practical.

- NN. **Refueler** is a vehicle used for the purpose of refueling aircraft.
- OO. **SASO** shall mean Specialized Aviation Service Operator that is authorized to provide one or a combination of specialized aviation services that does not include the sale of aviation fuel.
- PP. **Self-Serve** shall mean that the aircraft owner or their employees will perform fueling for their aircraft only.
- QQ. **Self-Service Fueling** shall mean that the owner or their employees will provide the fueling operation through the commercial vendor (FBO) where a meter and credit card acceptance point of sale device is installed.
- RR. **SPCC** shall mean Spill Control and Countermeasure Plan as defined in Federal Statute 40 CFR 112.
- SS. **Special events** including but not limited to air shows, air races, fly-ins, skydiving, or other similar events requiring the general use of the Airport, for other than routine Airport operations.
- TT. **Storm Water Permit** shall mean General Storm Water for Industrial Activity as issued by the Michigan DEQ.
- UU. **Tenant** is any entity that has an agreement with the Marquette County Board of Commissioners for occupying space at the airport.
- VV. **Through-the-Fence Operations** shall mean operations performed by independent operators that do not have a Commercial Operators Permit issued by the Sawyer International Airport or lease Airport property but who engage in aeronautical activity or service aircraft based on Airport property. This could also mean a facility that is located on land adjacent to, but not a part of the Airport, where the operator is permitted ingress and egress to use the Airport.
- WW. **TSA** Shall mean Transportation Security Administration.

## SECTION I – GENERAL

- A. The purpose of these minimum standards for commercial aviation activities on the Sawyer International Airport (hereinafter referred to as the “Airport”) is to promote the availability of the widest range of such services to the general public on fair, competitive, and reasonable terms without unjust discrimination. Furthermore, these standards are intended to protect the Airport patrons from irresponsible, unsafe, or inadequate services. The Board may, at its discretion, waive all or any portion of this document for the benefit of all government or governmental agencies, but only to the extent permitted by FAA rules, Federal Laws, Michigan State Laws and Local Law.
- B. In adopting the standard set forth herein, the Board expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or part, from time to time, by this or any future governing body and that no right shall accrue to any FBO, SASO, or third party by virtue of this adoption of these standards.
- C. The Board reserves the right to authorize variances or deviations from these minimum standards. Such variances or deviations may include waiving or modifying certain criteria or requiring operators to meet additional criteria. All requests for variances or deviations shall be presented to the Airport Manager in writing in a form described by the Board.
- D. Use of the Airport shall be in compliance with grant assurances given to the FAA. The Airport and its facilities must be available for public use, and the regulations imposed upon those who use the Airport must be reasonable and applied without prohibited discrimination. This provision is not only applicable to the Airport, but also to all licensees and tenants to whom the Board has granted rights to offer services or commodities normally required at the airport. From time to time, the Board shall review the fee structure for the various products and services and determine in cooperation with the service provider the maximum user service fees for the various products and services.
- E. Airport access and security shall be maintained at all times in accordance with the standards established and required by the Airport Manager FAA, TSA, or other governmental entity. The Operator is also responsible for its employees’, vendors’, and agents’ compliance with the Airport Security Program as may be amended from time to time.
- F. An aviation activity, as used herein, is any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for, the safety of such aircraft operations. Such activities include, but are not necessarily limited to, the following:
  - ♦ Charter operations



- ◆ Pilot training
- ◆ Aircraft rental and sightseeing
- ◆ Aerial photography and surveying
- ◆ Crop dusting and other agricultural applications
- ◆ Aerial advertising and banner towing
- ◆ 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 and clearing
- ◆ Repair of aircraft accessories
- ◆ Repair and/or overhaul of aircraft interiors and/or exteriors
- ◆ Aircraft painting
- ◆ Skydiving
- ◆ Light-Sport Aircraft Service Provider
- ◆ Complete or partial aircraft and/or systems testing
- ◆ Aircraft detailing

G. A Commercial Aviation Operator (CAO) (hereinafter referred to as the Operator) is hereby defined as a person, partnership, or corporation engaging in one or more of the aviation activities listed in paragraph E above, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. In addition, the terms earnings, income, compensation, and profit shall not be limited to the exchange of money, but shall include the bartering of goods and services.

H. A Fixed Base Operator (FBO) is hereby defined as an Operator whose primary activity is the refueling of aircraft, aircraft maintenance and repair and aircraft tie-down or other storage. Below are additional activities that may be added as secondary activities:

- ◆ Aircraft rentals
- ◆ Air taxi and charter operations
- ◆ Avionics repair services
- ◆ Instrument repair services
- ◆ Propeller repair services
- ◆ Flight training

I. An 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 ability of an Operator, 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 Operator.

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

J. A Specialized Aviation Service Operator (SASO) is hereby defined as an Operator 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 and/or exteriors
- ♦ Aircraft painting
- ♦ Skydiving
- ♦ Light-Sport Aircraft Service Provider
- ♦ Complete or partial aircraft and/or systems testing
- ♦ Aircraft detailing

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

K. A Commercial Aviation Tenant (CAT) is an Operator providing any aviation service not listed in paragraphs G & I above.

L. Prior to the commencement of operations, an FBO or SASO 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.

M. Prior to commencement of their operations at the Airport (refer to Section X), CATs shall register with the Board their intention to provide a commercial service on the Airport. Such registration 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.

- N. Nothing in these minimum standards shall be construed to prevent an Operator from providing the same aviation services as another Operator. However, the Board reserves the right to limit the scope of services or the number of providers of services based on legal, environmental, or land use considerations.
- O. All Operators shall operate their business in compliance with all applicable Federal, State and Local statutes, rules and regulations, including, but not limited to, those relating to tax, fire, building, and safety matters. In addition, all Operators shall comply with all rules and regulations promulgated by the Board.
- P. All Operators shall comply with all applicable Federal, State and Local environmental regulations including, but not limited to, requirements for underground storage tanks, 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, the Operator shall submit, and have approved by the Board, a hazardous materials handling, storage, a spill control and counter measure plan (SPCC), and disposal plan.
- Q. Prior to construction of any buildings (including hangars, lean-to's, and aircraft parking shades), pavement, fuel farms, or other facilities, plans shall be submitted to the Board for approval. No construction shall commence without such approval, and once approved, no change orders shall be executed without prior Board approval.
- R. The pertinent minimum standards and requirements for any Operator will be predicated upon the nature of the initial business venture. If at a later date the business is expanded to encompass new and additional types of services, then the minimum standards established for these additional services shall be considered in the re-establishment of minimum standards for the Operator.
- S. The Board recognizes that certain Operators are presently authorized to conduct business or occupying facilities on the Airport at the time of the enactment of these minimum standards and may not be 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.
- T. All Operators, their employees, agents, customers and contractors, shall comply fully with the Airport Security Plan (ASP). Each Operator shall control their premises so as to prevent unauthorized access to the airport operations area (AOA).

## **SECTION II – PREQUALIFICATION REQUIREMENTS**

The prospective business entities or business operations shall apply to the Board for the right to operate on the Airport. The following information and, thereafter, such additional information as may be requested by the Board, shall be submitted as part of the application.

### **A. Intended Scope of Activities**

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 all aviation tenants, operators, customers, and the general public at the Airport.

### **B. Financial Responsibility**

The prospective Operator must provide a statement, satisfactory to the Board, in evidence of financial responsibility. Such statement shall be capable of being independently verified by the Board. The prospective Operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation or operations, as well as to indicate ability to provide working capital to carry on the contemplated operations once initiated.

### **C. Experience**

The prospective Operator shall also furnish the Board with a statement of past experience in the specified aviation services the Operator proposes to provide. Air Carrier operations are exempt from these requirements.

- D. The Board may, based upon a reasonable circumstance of facts, deny any application or reject any bid or proposal. Reasonable circumstance includes any one or more of the following:
- I. The applicant's proposed operations or construction will create a safety hazard on Sawyer International Airport.
  - II. The granting of the application will require the Board to supply labor or materials in connection with the proposed operations to an extent which the Board deems will result in an excessive or financial burden to the Airport.

- III. There is no appropriate, adequate, or available space or building on the Sawyer International Airport to accommodate the activity of the applicant at the time of the application.
- IV. The proposed operation, airport development, or construction does not comply with the approved FAA Airport Layout Plan for the Sawyer International Airport.
- V. The development or use of the area requested will result in depriving existing commercial tenants of portions of the area in which they are operating; or will result in undue interference with the operations of any present commercial tenants.
- VI. Applicant has provided the Board with false information or has misrepresented material fact in their application or in supporting documents; or has failed to make full disclosure on their application or in supporting documents.
- VII. Applicant has a record of violating these regulations and standards, the regulations and standards of any other airport, or the FAR's or any other rules and regulations applicable to Airport operations.
- VIII. Applicant has defaulted in the performance of any lease or other agreement.
- IX. Applicant has a credit report which contains derogatory information of such a nature that it indicates to the Airport that the applicant would not be a desirable operator on the Airport.
- X. Applicant has been convicted of any crime or violation of any federal, state, city or county ordinance of such a nature that it indicates to the Board that the applicant would not be a desirable operator on the Airport.
- XI. Nothing contained herein shall be construed to prohibit the Board from granting or denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling or furnishing non-aviation products and supplies or establishing a service or business of a non-aeronautical nature.

### **SECTION III – FIXED BASE OPERATORS (FBO)**

An FBO is a full-service commercial operator who is authorized to engage in the primary activity of aircraft refueling, aircraft maintenance and repair, and aircraft tie-down or other storage. The FBO is strongly encouraged to provide secondary activities listed in Section III.A.I. This section lists the minimum physical facilities, operations, and insurance requirements that an FBO must have. These minimum requirements are in addition to those requirements specified in Section I – General of these minimum standards.

No private aeronautical service provider will be granted an exclusive right to solely provide any aeronautical service on the airport. Any interested party meeting the minimum standards may qualify for authorization to initiate a commercial aeronautical service business.

The intent of the Board is to promote the development of private aeronautical service businesses on the airport. The Board, however, reserves the right to establish and/or provide aeronautical services at any time it deems that the services provided by private operators no longer meets the defined needs of the Airport public.

In the absence of a qualified Full Service Fixed Base Operator, the Board reserves the right to provide retail fuel sales, and any other aeronautical service, absent an authorized commercial service provider, as an “exclusive right” unto itself in accordance with Federal Regulations. Once such an aeronautical service is thus declared an “exclusive right” of the Airport, the service can no longer be considered a service that can be offered by private commercial operators at the airport until such time that the Airport relinquishes such “exclusive right”.

#### **A. Activities**

- I. To be qualified as an FBO, they must provide the primary activity of aircraft refueling, aircraft maintenance and repair, and aircraft tie-down or other storage. The following secondary aviation activities are strongly encouraged to be offered to the public:
  - ◆ 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 IV. An FBO may offer, and is encouraged to offer, more services than the minimum required or that are listed in this section.

- II. The FBO shall provide all necessary aircraft service and 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.
- III. In addition to the aviation activities listed above, an FBO must offer the following non-aviation services:
  - ◆ Marketing of the services provided both locally and abroad based on an amount approved by the Board. Marketing of the services.

**B. Facilities**

Except as otherwise provided in any agreement between the FBO and the County of Marquette, an FBO conducting aviation fuel and oil sales or service to the public on the Airport shall be required to provide the following services and equipment:

I. Fuel Delivery and Storage

An FBO shall offer for sale to the public a minimum of two (2) Federal Aviation Administration (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 shall contain safety fixtures and filtration systems to ensure airline-type quality. 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) as applicable.

Comment [MSOffice1]: What is required

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 utilized for Jet fuel shall have a capacity of at least 3000 gallons and the mobile dispensing equipment utilized for Avgas fuel shall have a capacity of at least 750 gallons. Design and safety features of the mobile equipment shall meet all the current federal, state, and local 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.

**II. Ramp Space**

The FBO shall have ramp area adequate to park and fuel several corporate aircraft simultaneously. This parking area shall have appropriate tie-downs and be connected to the Airport's taxiway systems with a paved access taxiway.

**III. Building**

The FBO shall construct or lease a building that will provide a minimum of 1,500 square feet of properly lighted and heated area for work and office space and public waiting area that includes permanent indoor public restroom facilities and a public telephone. A minimum of 500 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.

**IV. Land**

The leasehold shall contain a minimum area to provide space for all buildings, aircraft parking, and employee and customer parking.

**C. Operation**

- I. The FBO shall provide a sufficient number of personnel to perform all services to be offered during the hours of operation.
- II. The FBO shall be open and provide all offered services for a minimum of twelve (12) hours per day, seven (7) days per week. These minimum hours may change as needed for the Air Carrier schedule of operation.
- III. 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. After hours, on call, response time to customer inquiries shall not exceed 60 minutes.

**D. Insurance**

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with



Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual service in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are provided, it would not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected services required passenger liability coverage or hangars keeper's liability not required in either of the two (2) categories, the Operator would be required to provide insurance on the applicable exposure. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its application or otherwise during lease negotiations.

**It is understood and agreed that Thirty (30) Days, Ten (10) Days for Non-Payment of Premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change in Coverage will be mailed to:**

**Attn: James A. Kent, Risk Manager or any successor  
County of Marquette  
234 West Baraga Avenue  
Marquette, MI 49855**

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 Specialized Service requirements in Section IV)

Worker compensation insurance  
Automobile insurance  
Aircraft refueling  
Worker compensation insurance  
Automobile insurance

**E. Miscellaneous**

The FBO shall provide the following:

- ♦ Vehicle parking for customers and employees
- ♦ 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 to include . The storage of empty crates, boxes, barrels, and other containers that may be considered waste or unusable will not be permitted within the leased premises.
- ♦ Lawn care and snow removal 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 IV – SPECIALIZED AVIATION SERVICE  
OPERATORS (SASO)**

This section lists the minimum physical facilities, operations, and insurance requirements that an SASO must have. These minimum requirements are in addition to those requirements specified in Section I – General of these minimum standards.

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

If an SASO desires to provide more than one (1) of the aviation activities, the Board shall determine the minimum requirements that will apply to the overall operation. The activity having the greatest minimum requirements shall be the standard applied.

No private aeronautical service provider will be granted an exclusive right to solely provide any aeronautical service on the airport. Any interested party meeting the minimum standards may qualify for authorization to initiate a commercial aeronautical service business.

The intent of the Board is to promote the development of private aeronautical service businesses on the airport. The Board, however, reserves the right to establish and/or provide aeronautical services at any time it deems that the services provided by private operators no longer meets the defined needs of the airport public.

In the absence of a qualified Full Service Fixed Base Operator, the Board reserves the right to provide retail fuel sales, and any other aeronautical service, absent an authorized commercial service provider, as an “exclusive right” unto itself in accordance with Federal Regulations. Once such an aeronautical service is thus declared an “exclusive right” of the Board, the service can no longer be considered a service that can be offered by private commercial operators at the airport until such time that the Board relinquishes such “exclusive right”.

**A. General Requirements**

I. 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, required for the type of activity in which the operator wishes to engage.

If the SASO leases or sub-leases the required facilities in a building having more than adequate square footage, 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 constructs facilities, the SASO must submit construction plans for approval in accordance with paragraph P of Section I. Buildings may be of conventional construction, modular or manufactured design. 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. Constructed ramp space shall be connected and flush to an existing ramp or be connected to the Airport's taxiway system by a paved connector taxiway. Constructed hangar space 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. 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 in 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.

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 storage of empty crates, boxes, barrels, and other containers that may be considered waste or unusable will not be permitted within the leased premises.

Site Maintenance Lawn care and snow removal within the leased premises is the responsibility of the Operator unless prior arrangements have been established.

## B. Aircraft Rental

### I. Aircraft

The Operator shall own or lease aircraft for rental which shall be maintained in accordance with applicable rules and regulations of the State of Michigan and the FAA.

### II. Space Requirements

- a. Office Space. The Operator shall provide suitable office space for consummating sales and/or rentals and the record keeping of proper records in connection therein.
- 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 in the SASO's lease agreement.

### III. 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.

### IV. Hours of Operation

The Operator shall operate during business hours to accommodate the needs and demands of the customer base with provisions for emergency services personnel on call during weekends and holidays.

### V. Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual service in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are provided, it would not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected services required passenger liability coverage or hangars keeper's liability not required in either of the two (2) categories, the Operator would be required to provide insurance on the applicable exposure. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its application or otherwise during lease negotiations.

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**Attn: James A. Kent, Risk Manager or any successor  
County of Marquette  
234 West Baraga Avenue  
Marquette, MI 49855**

- ◆ 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
- ◆ Workers compensation insurance
- ◆ Automobile insurance

## **C. Airframe and Power Plant Repair**

### I.Space Requirements

- a. Building. Three thousand (3,000) square feet total space with 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. No aircraft shall be parked or stored in any areas not specifically designated for such in the SASO's lease agreement.

## II. Personnel

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

## III. Hours of Operation

The Operator shall operate during business hours to accommodate the needs and demands of the customer base with provisions for emergency services personal on call during weekends and holidays.

## IV. Equipment

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

## V. Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

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on the applicable exposure. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its application or otherwise during lease negotiations.

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

#### **D. Air Taxi and Charter Operations**

Anyone offering aircraft charter services from the airport shall operate in compliance with all Federal, State, Local and FAA regulations regarding aircraft charter services and provide the following:

##### **I. Aircraft**

Operator shall have available for charter and air taxi, either owned or underwritten lease to the operator, at least one aircraft certified and currently airworthy and fully equipped for either visual and/or instrument flight conditions.

##### **II. Space Requirements**

Building. Operator shall provide a customer waiting area/lounge with adequate lighting, furnishings, heat, air conditioning, sanitary



restrooms, telephone and ramp which provides convenient access for disabled individuals.

### III. Personnel

Operator must have a sufficient number of full time or part-time commercial or airline transport rated pilots who are currently qualified in all applicable FAR requirements for the operation.

### IV. Hours of Operation

The Operator shall operate during business hours to accommodate the needs and demands of the customer base with provisions for emergency services personal on call during weekends and holidays.

### V. Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

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234 West Baraga Avenue  
Marquette, MI 49855**

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

**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 and meet the following minimum airport operating standards:

**I. Space Requirements**

- a. Building. Three thousand (3,000) square feet total with 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. Aircraft shall only be parked or stored in an area specifically designated for such in the SASO's lease agreement.

**II. Personnel**

The operator shall employ people currently certificated by the Federal Aviation Administration.

**III. Hours of Operation**

The Operator shall operate during business hours to accommodate the needs and demands of the customer base with provisions for emergency services personal on call during weekends and holidays.

#### IV. Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual service in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are provided, it would not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected services required passenger liability coverage or hangars keeper's liability not required in either of the two (2) categories, the Operator would be required to provide insurance on the applicable exposure. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its application or otherwise during lease negotiations.

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234 West Baraga Avenue  
Marquette, MI 49855**

- ♦ Bodily injury
- ♦ Property damage

- ◆ Products liability
- ◆ Professional liability
- ◆ Hangar keeper's liability
- ◆ Environmental impairment liability
- ◆ Workers compensation insurance
- ◆ Automobile insurance

## F. Flight Training

### I. Aircraft

The Operator shall have at least one (1) single-engine and/or multi-engine aircraft.

### II. Space Requirements

- a. Building. Operator shall provide the FAA required space.
- b. Aircraft Parking/Storage Space. Sufficient to accommodate the number of aircraft to be utilized in the operation. Aircraft shall only be parked or stored in an area specifically designated for such in the SASO's lease agreement.

### III. Personnel

The Operator shall employ pilots holding a commercial pilots license or higher certificated by the FAA with appropriate ratings to meet or exceed Federal , FAA, State and Local regulations for the type of training offered.

### IV. Hours of Operation

The Operator shall operate during business hours to accommodate the needs and demands of the customer base with provisions for emergency services personal on call during weekends and holidays.

### V. Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured,**

**coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual service in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are provided, it would not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation; however, if one of the selected services required passenger liability coverage or hangars keeper's liability not required in either of the two (2) categories, the Operator would be required to provide insurance on the applicable exposure. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its application or otherwise during lease negotiations.

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- ◆ 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
- ◆ Workers compensation insurance
- ◆ Automobile insurance

**G. Specialized Aircraft Repair Services**

The following individual operations are classified as a specialized aircraft repair service:

- ◆ Repair of aircraft accessories
- ◆ Repair and/or overhaul of aircraft interiors
- ◆ Aircraft paint shop

#### I. Space Requirements

- a. Building. Three thousand (3,000) square feet total with 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. Aircraft shall only be parked or stored in an area specifically designated for such in the SASO's lease agreement.

#### II. Personnel

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

#### III. Hours of Operation

The Operator shall operate during business hours to accommodate the needs and demands of the customer base with provisions for emergency services personal on call during weekends and holidays.

#### IV. Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

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- ◆ Bodily injury
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- ◆ Products liability
- ◆ Professional liability
- ◆ Hangar keeper's liability
- ◆ Environmental impairment liability
- ◆ Workers compensation insurance
- ◆ Automobile insurance

## **H. Skydiving Business**

No skydiving Business shall take place on the airport unless the Airport and Air Traffic Control have approved in writing such operation. SASO's shall abide by FAR Part 105 at all times in addition to the provisions listed below.

### **I. Aircraft**

The Operator shall have at least one (1) single-engine and/or multi-engine aircraft.

### **II. Space Requirements**

- a. Building. Operator shall provide a customer waiting area/lounge with adequate lighting, furnishings, heat, air conditioning, sanitary restrooms, telephone and ramp which provides convenient access for disabled individuals.
- b. Aircraft Parking/Storage Space. Sufficient to accommodate the number of aircraft to be utilized in the operation. Aircraft shall only be parked or stored in an area specifically designated for such in the SASO's lease agreement.

### III. Personnel

The Operator shall employ pilots holding a commercial pilots license or higher certificated by the FAA with appropriate ratings. Pilots shall have received specialized training in skydiving operations. In addition, the Operator shall employ an individual(s) as a dispatcher to release aircraft. Said dispatcher(s) 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.

### IV. Hours of Operation

Contact information and hours of operations shall be posted and readily available to the public.

### V. Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

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operation; however, if one of the selected services required passenger liability coverage or hangars keeper's liability not required in either of the two (2) categories, the Operator would be required to provide insurance on the applicable exposure. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its application or otherwise during lease negotiations.

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

## **SECTION V – COMMERCIAL AVIATION TENANTS–(CAT)**

Commercial tenants are CATs offering any aeronautical activity not covered in Sections III and IV 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

All CATs shall register with the Board in accordance with paragraph L of Section I 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 by the Board.

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

Insurance shall be provided and paid for by the Operator in the amounts specified in the most current Insurance Requirements on file with Marquette County Risk Management office. **It is understood and agreed that the following shall be Additional Insureds: The County of Marquette, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the County of Marquette as additional insured, coverage afforded is considered to be primary and any other insurance the County of Marquette may have in effect shall be considered secondary and/or excess.**

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- ♦ Bodily injury
- ♦ Property damage
- ♦ Products liability
- ♦ Professional liability
- ♦ Hangar keeper's liability
- ♦ Environmental impairment liability
- ♦ Workers compensation insurance
- ♦ Automobile insurance

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 storage empty of crates, boxes, barrels, and other containers that may be considered waste or unusable will not be permitted within the leased premises.

## **SECTION VI – FLYING CLUBS**

Each Flying Club (Club) must be a Michigan non-profit entity.

### **MINIMUM STANDARDS**

The Club's aircraft will not be used by other than *bona fide* members and by no one for hire, charter, or air taxi.

## **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 in accordance with NFPA 407. 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 through the Airport's full-service Fixed Base Operators (FBO), Specialized Aviation Service Operators (SASO) or others with a Self-Fueling Permit.

### **B. General**

A Commercial Aviation Operator or non-commercial aviation fuel user (Permittee) wishing to fuel its own aircraft at the Airport must request and be approved for a Self-Fueling Permit (Fuel Permit) issued by the Airport Manager and operate under the following procedures.

### **C. Limitation of Self-Fueling Authorization**

Permittees are restricted from selling or dispensing fuels to other Airport users, including locally based and transient aircraft. Fueling of any aircraft not owned by Permittee is a violation of the Fuel-Permit and is cause for immediate revocation of the Fuel Permit. The Permittee shall provide the Airport Manager a list of owned aircraft with this permit and evidence of ownership of any aircraft being fueled when requested by the Airport Manager.

### **D. Fuel**

Permittee may use and store aircraft fuel of the types required by the aircraft Permittee owns. The dispensing of fuels shall conform to Board regulations and applicable Fire Protection District Codes, Federal Aviation Administration (FAA) Advisory Circulars, and 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**

- I. If Permittee wants permanent fuel they must develop a minimum 10,000 gallon tank permanent fuel storage facility for each grade of fuel dispensed. 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, Board and National Fire Protection Association Standards, Fire Codes of Marquette 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.

- II. The Permittee will allow its fuel storage facility and fuel trucks to be inspected by the Forsyth Township Fire Department or the Airport Manager on request, and shall cease operation until any malfunction or discrepancy so noted is corrected to the satisfaction of the Forsyth Township Fire Department and the Airport Manager. Permittee shall conduct continual self-inspection and maintenance of fuel storage facility and fuel trucks.
- III. 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.
- IV. 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.
- V. Fueling operations may only be conducted in areas designated by the Airport Manager.
- VI. No flammable or combustible liquid may be dispensed into or removed from the fuel system of an aircraft within any hangar or building.
- VII. 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, Marquette County Codes, Airport Rules and Regulations, and the National Fire Protection Association, prior to any use at the Airport.
  - b. Fueling from a vehicle fuel tank into an aircraft is prohibited.
- VIII. Fuel Emergencies
  - a. Permittee is responsible for proper clean up and removal of all fuel leakage from any fuel storage facilities or trucks of 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.
- c. Fuel spills shall be reported to Michigan DEQ as required by law.

#### **F. Indemnification**

Permittee is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts or omissions, and Marquette County shall in no way be responsible for any act or inaction of the Permittee. The Permittee covenants and agrees to indemnify, hold harmless and defend Marquette 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.

#### **G. Insurance**

- I. Permittee must provide, at its own costs, insurance coverage equal to the amount set out in the Airport minimum standards for a CAT as specified in Section V of these minimum standards. Such insurance shall 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.
- II. Insured includes: Marquette 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.
- III. The Board requires that Permittee provide the Airport Manager with a certificate of insurance evidencing the coverage in effect, including 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 the policy shall be delivered to the Airport Manager.

**H. Fees**

- I. Registration Fee. As consideration for administration and inspection costs, the Permittee shall pay the Airport a one-time fee of \$250.00.
- II. Fuel Flowage Fee. Permittee shall report the amount of fuel dispensed during each calendar month and submit a report and the appropriate fuel flowage fees as established and amended by the Board and a copy of the invoice of fuel purchased to the Airport Manager on the 15th of each subsequent month. Permittee shall maintain a log of the type and amount of fuel dispensed in its 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.
- III. Taxes. The Permittee shall pay all applicable Local, State and Federal taxes.
- IV. Fees. The operation of the Airport is funded partially through user fees established by the Board. All users of the Airport Facilities and services are required to pay the appropriate fees and charges for each of their particular Airport activity or use.

**I. Cancellation**

- I. Cancellation by Permittee

This Fuel Permit may be canceled by Permittee upon thirty days written notice to the Airport Manager only after all payments due have been paid.

- II. Cancellation by the County

This Fuel Permit is subject to cancellation by the Airport Manager in the event Permittee:

- a. Is in arrears in the payment of the whole or any part of the amounts agreed upon for a period of ten 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 this Permit to be kept and performed by Permittee, and the default continues for a period of 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.
- e. Lapse of any form of required insurance.
- f. Failure to make timely and accurate report records required for use of self-fueling authorization.

**J. Term of Self-Fueling Authorization**

Unless otherwise canceled or terminated, authorization to self-fuel shall remain effective for a period of five years from date of enactment. Following termination or expiration, this authorization shall be void and of no further force or effect. Authorization to self-fuel will be in the form of a letter from the Airport Manager, upon approval from the Board. Upon termination or cancellation of self-fueling, the Permittee shall remove the fueling facility and return the site to the original condition. Any required cleanup costs will be borne by the Permittee.

**K. Assignment, Transfer, or Subletting**

Without the written consent of the Airport Manager, Permittee shall not assign, sublet, or transfer this Permit, nor any of its privileges. It is specifically agreed that Permittee will not enter into any tie-in agreements with other Operators or sublet any of these rights to other Operators or share in privileges or the services authorized in this agreement.

### **SECTION VIII – SUBLEASING**

Operators subleasing from another Operator on the airport shall prior to finalizing agreements, obtain the written approval of the Board for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee Operator.

The sub-lessee Operator shall meet all of the minimum standards and pay all fees established by the Board for the categories of services to be furnished by the Operator. The minimum standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards

The sublease agreement shall specifically identify the portion of facilities to be used by sub-lessee and the financial agreement entered into for the sub-lessees use of such facilities

### **SECTION IX – THROUGH-THE-FENCE OPERATIONS**

No agreements, leases or permits shall be approved for Through-the-Fence operations at the Airport. No independent entities or operators offering an aeronautical activity or owners of aircraft based on land adjacent to, but not a part of the airport property, shall be granted access to the Airport.

## **SECTION X – APPLICATIONS**

### **APPLICATION FOR BUSINESS OPERATION**

#### **A. General**

Before completing this application, applicant should become familiar with the latest revision of the Sawyer International Airport Minimum Standards for Commercial Aviation Operators. A copy of this document can be obtained from the Airport Service Center.

#### **B. Purpose**

Initial Application. Complete all parts of this application. If any portion is Not applicable to your application, please explain.

Renewal Application. Complete only those portions of this application that have changed since your initial application. Use the code "N/C" (no change) for portions of this application which have not changed. If any portion is not applicable to your application, briefly explain.

#### **C. Type of Business**

Application is made for a license to operate a business at/on Sawyer International Airport (Refer to the Minimum Operating Standards).

- Full Service Fixed Based Operator
- Limited Service Fixed Base Operator or other Specialized Aviation Service Operator-SASO
- Other

#### **D. Business Requirements**

Please complete the following as thoroughly as possible. Continue on the backside of this application form or on separate sheets, if required.

##### I. Nature of Business.

Attach a list of all products and services to be offered within the first 60 days of operation. Applicants for Full Service FBO or Specialized Aviation Service Operator should refer to appropriate chapters of the Minimum Standards for Commercial Aviation Operators.

II. Building / Facility Requirements.

- a. State the type and size of building/facilities needed to conduct the business. Indicate any special consideration for equipment, drainage, lighting, etc.

**Attach site plans and drawings**

- b. Will the business require the storage, use, or transport of volatile, hazardous, or toxic chemicals, materials or wastes on airport property? (If yes, explain in detail.)

III. Ownership and Management.

- a. Attach a list of all persons and/or companies owning an interest in the proposed business to include street and mailing address and telephone numbers. (Sole proprietor or every partner; each director or officer of the corporation).
- b. Attach a list of all personnel and associated titles who will be managing your operation at the airport. (Include resident street and mailing address and telephone numbers).
- c. Have you or any interested party in the applicant's business ever been convicted of any criminal violation or been held in violation by any airport, city, or county? (If yes, please explain in detail.)

IV. Requirement for Airport Expenditure.

Will your business require the airport to spend funds or supply labor or materials? If so, please explain in detail.

V. Business Hours.

State the planned hours of business for each day of the week.

VI. Insurance.

Have you applied for or already attained insurance as required by the Minimum Operating Standards, Rules and Regulations and if so, with which company?

VII. Required Licenses and Permits (as applicable).

\_\_\_\_\_ City Tax License

\_\_\_\_ Michigan Sales Tax License

\_\_\_\_ Sawyer International Airport Business Permit

\_\_\_\_ Appropriate FAA License

\_\_\_\_ Insurance Certificate

**E. Certification**

I, the undersigned, certify that I am authorized to sign this application on behalf of individuals or the company that I represent. Furthermore the information provided by this application is true and factual to the best of my knowledge and I understand that any intentional false material or statements made in this application will immediately disqualify me and the individuals or company that I represent from all commercial aeronautical and/or non-aeronautical activity on or at Sawyer International Airport.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

( ) \_\_\_\_\_  
Phone Numbers

**Please See Attached Supporting Document Requirements  
Supporting Documents**

Please attach that information or those documents indicated below by check mark.

- Brief description of previous experience in the type of business planned.
- Three (3) business references.
- Last three (3) years financial statements to include balance sheet, income statement, and tax returns.
- Three (3) credit references (banks and/or creditors).
- Current credit report.
- Pro Forma (if applicable).
- Licenses or permits required to conduct business.
- Site plans and drawings (if applicable).
- Financial information pertaining to principals.
- Other:

**Please return or mail this application to:**

Sawyer International Airport  
125 G Ave  
Gwinn, Michigan 49841

**SECTION XI COMPLAINTS AND APPEALS**

Date: Filed \_\_\_\_\_ Received by Airport Manager \_\_\_\_\_

Received by Sawyer Director \_\_\_\_\_  
Resolved \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: (    ) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Section I: Nature of Complaint/Appeal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section II: (Official Use Only):

Findings: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed  
Solution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section III: Sawyer International Airport Action:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_