

TWIN COUNTY AIRPORT MENOMINEE, MI

2801 22ND STREET MENOMINEE, MI 49858

MINIMUM STANDARDS

FOR COMMERCIAL OPERATORS PROVIDING AERONAUTICAL SERVICES
TO THE PUBLIC

ESTABLISHED BY THE TWIN COUNTY AIRPORT COMMITTEE

CHAPTER ONE

GENERAL PROVISIONS

SECTION 1.1 PURPOSES OF THE MINIMUM STANDARDS

Minimum standards as outlined in this document are intended to provide the minimum requirements for those wishing to provide aeronautical services to the public at the Twin County Airport, and to do so in such a manner as to ensure the safety of its users and allow fair competition for those who choose to provide services to the public on the premises. These minimum standards are intended to be reasonable, non-arbitrary and non-discriminatory, and therefore apply equally to everyone making application to the Airport Committee and final approval made by the Menominee County Board of Commissioners to provide aeronautical services on the airport.

SECTION 1.2 DEFINITIONS

AERONAUTICAL ACTIVITY means any activity commonly conducted at airports 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. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra light operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.

AERONAUTICAL SERVICE means 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 on the Airport by a person who has a lease or permit from the Menominee County Board of Commissioners to provide such service.

AIRCRAFT means a device that is used, or intended to be used, for flight.

AIRPORT means all property including easements and rights of way belonging to the Twin County Airport and also including areas not used for aeronautical purposes.

AIR OPERATIONS AREA (AOA) means that portion of the Airport designated for use by aircraft and includes all runways, taxiways, taxi lanes, taxi streets, ramps and aprons.

AIRPORT COMMITTEE is the advisory committee for the airport which offers recommendations to the Menominee County Board of Commissioners for considerations pertaining to the operation, budget, personnel and all other aspects and issues associated with the Twin County Airport.

MENOMINEE COUNTY BOARD OF COMMISSIONERS is the governing body that is lawfully empowered to exercise legal control and set policy over the Airport.

AIRPORT MANAGER means the manager of the Airport as hired by County Administrator, or the designated acting manager.

ALP means the Airport Layout Plan for the Twin County Airport that is current and approved by the FAA, but may be revised from time to time.

BUSINESS means a commercial or industrial enterprise that is located physically on the airport property, for the purpose of providing services to the public.

BUSINESS FLIGHT DEPARTMENT means an enterprise on airport property providing in-house aeronautical services and facilities not for public use.

COMMERCIAL OPERATING AGREEMENT means a written agreement with the Menominee County Board of Commissioners to conduct an aeronautical activity or service or a business enterprise, defined herein, on the Airport.

EMERGENCY VEHICLE means a police or fire vehicle, ambulance, or any vehicle conveying an authorized airport official or employee in response to an emergency call.

FIXED BASE OPERATOR (FBO) means any person, authorized by the Menominee County Board of Commissioners to offer aeronautical services to the public at the Airport as a tenant, subtenant or by permit.

FBO LEASE means any lease agreement between the Menominee County Board of Commissioners and a person, leasing property at the Airport, or sub-leasing property via an agreement approved by the Menominee County Board of Commissioners, for the purpose of providing aeronautical services to the public at the Airport.

LEASE TENANT means a person who leases or rents something from someone. A lessee of land is a tenant; a person, or entity, who holds land or a building by rent or lease.

MINIMUM STANDARDS means the standards that are recommended by the Airport Committee and approved by the Menominee County Board of Commissioners as amended from time to time, stating the minimum requirements to be met by a tenant, subtenant or proposed tenant as a condition for the right to provide aeronautical services to the public at the Airport.

NORMAL BUSINESS HOURS means 8 am to 4 pm, Monday through Friday.

PERSON means any individual, firm, partnership, corporation, company, association, or any other legal entity, and includes any director, trustee, receiver, agent or similar representative.

PILOT means any person who is physically responsible for the control of an aircraft.

SHALL means mandatory and not merely discretionary.

TAXIWAY means a taxiway designated by Airport management connected to a runway and thereby serving all aircraft based on, or using the Airport and essential to the use and operation of the airport.

VEHICLE means any device in which any person or property may be transported on the ground.

SECTION 1.3 LEASING TERMS FOR COUNTY OWNED LAND AT THE TWIN COUNTY AIRPORT

- A. Lessee's activity must comply with the Minimum Standards and the Rules & Regulations.
- B. Lessee may construct additional buildings, fueling facilities or other facilities on the Airport, but only with the prior written consent of the Menominee County Board of Commissioners and after obtaining proper written approval from the appropriate fire control official and any other township, city, state and/or federal entity that may have additional authority and responsibility above those of the Menominee County Board of Commissioners.
- C. All new leases and existing leases, upon the next renewal thereof, shall include a provision allowing Twin County Airport the first right of refusal to match any offer to purchase any building located on leased property. Menominee County shall have 30 days from the date of receipt, by the Menominee County Administrator, of notification of a bona fide offer to purchase any building and/or structure located on leased airport property, in which to match said offer, including all of its terms. In the event that written notice is not given to the proposed seller by certified mail to Lessee's address of record in said lease, within 30 days of the receipt of notice of the offer by the Menominee County Administrator, Menominee County shall have waived its right match said offer, and the facility owner is then free to accept said offer. Said offer shall have (no modifications and/or qualifications that are not revealed to the Menominee County Board of Commissioners, through a written notice to its secretary.

CHAPTER TWO AERONAUTICAL ACTIVITIES

SECTION 2.1 POLICY

The Minimum Standards are intended to be the minimum requirements for those wishing to provide aeronautical services 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 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 Twin County Airport. The uniform application of these standards, containing the minimum levels of service that must be offered by the prospective service provided, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the airport patrons.

SECTION 2.2 OPERATING AGREEMENT/LEASE

- A. Any person who intends to conduct a business or service to the public, wherein use of the airport provides a commercial benefit to said person, must negotiate an Operating Agreement and/or Lease with the Menominee County Board of Commissioners relative to qualification, operating areas, and rent and/or fee payments, and such other matters as the Menominee County Board of Commissioners. The authorization by the Menominee County Board of Commissioners to a person wishing to provide aeronautical service to the public does not imply that said business has exclusive rights to provide those services on the airport. The Twin County Airport, being the recipient of Federal funds via the FAA, is obligated to comply with FAA Policy Statement on "Exclusive Rights at Airports." A copy of said Policy Statement shall be on file at the Airport Manager's office for review, upon reasonable notice.
- B. The FAA considers that the existence of an exclusive right to conduct any aeronautical activity limits the usefulness of an airport and deprives the using public of the benefits of competitive enterprise. Apart from the legal considerations, the F.A.A., considers that it is inappropriate to apply Federal funds to the improvements of any airport where full realization of the benefit would be restricted by the exercise of an exclusive right to engage in aeronautical activity.

SECTION 2.3 QUALIFICATIONS

Demonstration of intent to conduct a business operation at the Twin County Airport shall be by application to the Airport Committee who will review and forward to the Menominee County Board of Commissioners with a recommendation. The Menominee County Board of Commissioners will have the final approval authority. The written application shall contain, at the minimum:

- A. The proposed nature of the business.
- B. The signatures of all parties owning an interest in the business and those whose signatures will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.

C. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the airport as part of the activity for which approval is sought. Applicant must comply with all applicable ordinances and building codes.

D. Proof (provide copy) of liability insurance coverage for the business operation, flight operations, itinerant aircraft and operators and premises insurance, as designated by the Menominee County Board of Commissioners.

E. All insurance required by the Airport Commission for any operation, lease, or other activity on the airport property shall include Twin County Airport as an additional insured.

SECTION 2.4 ACTIONS ON APPLICATIONS

All applications will be reviewed and acted upon by the Menominee County Board of Commissioners within sixty (60) days from receipt of the application. Applications may be denied for one or more of the following reasons:

A. The applicant does not meet qualifications, standards and requirements established by these minimum standards.

B. The applicant's proposed operations or construction will create a safety hazard on the airport.

C. Granting the application will require the expenditure of local funds, labor or materials on the facilities described in, or related to, the application, or the operation will result in a financial loss to Twin County Airport.

D. There is no adequate available space or building on the airport to accommodate the entire activity of the airport.

E. The proposed operation, airport development or construction does not comply with the approved ALP.

F. The development or use of the area requested will result in a congestion of aircraft or building, or will result in significant interference with the operations of any present FBO on the airport. Such problems may include, but are not limited to, problems in connection with aircraft traffic or service, preventing free access to and from the existing FBO area, or will result in depriving, without the proper economic study, an existing FBO of the use of significant portions of its leased area in which it is operating.

G. Any party applying, or having an interest in the business has supplied false information or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

H. Any party applying, or having an interest in the business, or its management, has a record of violating the Twin County Airport Rules & Regulations or the rules and regulations of any other Airport, FARs or any other rules and regulations applicable to this or any other Airport.

I. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Menominee County Board of Commissioners or any lease or other agreement at any other airport.

J. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible, in the sole judgment of the Menominee County Board of Commissioners, to provide and maintain the business to which the application relates and to promptly pay amounts due under the terms of any lease.

K. The applicant has committed any crime, or violated any county ordinance, rule or regulation which adversely reflects on its ability to operate the FBO operation for which the application is made.

SECTION 2.5 FIXED BASE OPERATORS (FBO)

A. A fixed base operator is a person who has entered into a valid operating agreement, paid all applicable fees, and has entered into a lease agreement with the Menominee County Board of Commissioners establishing airport space lease terms, rental amounts, insurance requirements or other terms and conditions required by the Menominee County Board of Commissioners, and has met the qualifications, standards and requirements contained herein for the aeronautical services to be provided to the public. The FBO may be in business to provide one or more of the following services:

1. Aircraft Sales
2. Charter operations which include, but are not limited to, passenger or air taxi, freight or delivery services.
3. Aircraft rental.
4. Flight instruction and ground schools.
5. Maintenance services, parts and accessories sales which shall include services in one or more of the following:
 - a. Airframe overhaul and repair.
 - b. Engine overhaul and repair.
 - c. Radio and electrical shop.
 - d. Instrument shop.
 - e. Aircraft interior work.
 - f. Refinishing and painting.
6. Aircraft fueling including line services
7. The storage of aircraft, inside and/or outside of building structures.
8. Manufacture and/or assembly of parts and accessories directly or indirectly related to

aircraft, or conduct Research, Development, Testing and Evaluation (RTD&E) of aircraft and related systems.

9. Sale of pilot supplies, accessories and gifts.

B. The application for an FBO operating agreement shall specify all services from the above list which the applicant desires to offer at the airport. The applicant may also propose services other than on the above list with appropriate justification for consideration by the Menominee County Board of Commissioners. An FBO may provide or conduct only those services for which it has executed a lease agreement.

SECTION 2.6 MINIMUM QUALIFICATIONS

A fixed base operator shall, in addition to meeting all other requirements and qualifications of his written agreement, meet the following minimum qualifications for each type of service which he intends to provide:

A. Aircraft Sales

1. The FBO who engages in an aircraft sales business at the airport shall lease from the Airport Commission, or provide, under terms agreeable to the Menominee County Board of Commissioners, an area of airport land sufficient in size to provide the office space required and the space needed for storage of aircraft.
2. Have available a minimum of one fully qualified demonstrator pilot with appropriate and current FAA pilot certificate and current Airman Medical Certificate.
3. The FBO shall provide personnel on duty during normal business hours, as designated by the Airport Commission, or at other times, subject to the operator's discretion with the prior written approval of the airport manager.
4. Have satisfactory arrangements at the airport or at another airport for repair and servicing of aircraft.

B. Charter Operations

1. The FBO who engages in a charter operation at the airport shall lease from the Airport Commission, or provide, under terms agreeable to the Menominee County Board of Commissioners, an area of airport land sufficient in size to provide the office space required to support their operation. The FBO shall also lease sufficient apron area to stage flights and provide for the storage, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand in FAR 135 business at any one time.

C. Aircraft Rental

1. The FBO who engages in an aircraft rental business at the airport shall lease from the Menominee County Board of Commissioners, or provide, under terms agreeable to the

Menominee County Board of Commissioners, an area of airport land sufficient in size to provide the office space required with provisions for a flight planning area and the space needed for storage, parking or tie-down of a minimum of as many aircraft as the operator reasonably expects to have on hand at any one time.

2. Have adequate facilities or arrangements for storing, parking, servicing and repairing all of its aircraft.

D. Flight Instruction and/or Ground School

1. The FBO who engages in a flight instruction and/or ground school business at the airport shall lease from the Menominee County Board of Commissioners, or provide, under terms agreeable to the Menominee County Board of Commissioners, an area of airport land, hangar and/or office space sufficient to accommodate the services offered.

2. The FBO who engages in flight instruction and/or ground school business at the airport shall obtain appropriate state licenses.

E. Aircraft Maintenance Services and Sale of Parts and Accessories

1. The FBO who engages in a maintenance service business and sells parts and accessories at the airport shall lease from the Menominee County Board of Commissioners, or provide, under terms agreeable to the Menominee County Board of Commissioners, an area of land, office and hangar space sufficient in size to provide the services offered.

2. The hangar required shall be equipped with such tools, machinery, equipment, parts and supplies as are normally necessary to conduct a full-time business operation in the maintenance service area being offered and shall be staffed by mechanic(s) and other full-time personnel who are qualified and who hold all necessary certificates required by the FAA.

3. If the business includes aircraft refinishing and painting it shall:

a. Comply with and abide by all applicable Federal, State and Local laws.

b. Comply with the current standards of the National Fire Protection Association on Paint Spraying and Spray Booths with regard to the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing and spray-painting operations.

c. Prohibit any stripping, painting, varnishing, doping, materials or agents, or other contaminants from flowing into rivers, lakes, streams, etc., or being placed in any sewer system, unless pretreated and the pre-treating process has been approved in advance and in writing by the Airport Manager.

d. Properly treat and dispose of all hazardous material in compliance with the governing agencies.

F. Aircraft Fueling and Line Services

1. In order for any person to engage in the business of providing aircraft fuel sales and line services at the airport, the person shall lease from the Menominee County Board of Commissioners, or provide, under terms agreeable to the Menominee County Board of Commissioners, an area of airport land sufficient in size to provide sufficient space for the office and inside floor space for the pilot lounge and flight planning area. The operator shall also lease the space needed to accommodate the aircraft fueling and line servicing equipment and supply adequate ramp space for the aircraft being serviced and the flow of traffic in and out of the aircraft fueling areas.

2. In addition, an operator under this provision, shall provide and maintain a fuel storage facility and all necessary pumps, tanks, and mobile gas trucks, fueling areas, ramps and other fueling facilities that may be necessary, provided that the operator shall not place or maintain any fueling facilities on the airport, mobile or fixed, which have not previously been approved by the Airport Manager and the appropriate fire authorities as designated by the Airport Manager. The operator shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no direct fueling from a common carrier transport truck into a mobile refueler without filtration. In all fueling operations the FBO will comply with State and Local Fire Codes and the current edition of NFPA 407 including all NFP A Standards referenced in NF PA 407. The Airport Manager may have available a copy of NFPA 407 or be able to direct any inquiries to an appropriate source for that information.

3. An operator under this provision shall keep a current, complete and accurate record of all fuel, oil and other products sold and shall, at the request of the Airport Manager, make available all records of such sales for at least two years after the sale of such products. Failure of an operator to keep an accurate record of all sales shall be reason to revoke the operator's lease/operating agreement and authority to do business of the airport.

4. Each operator offering aircraft fuel sales and line services shall maintain sufficient full-time attendants on duty to service aircraft without unreasonable delay during the hours of operation. The hours of operation for fuel sales and line services shall be those agreed to with the Menominee County Board of Commissioners. Any deviation from this schedule must be approved in advance and in writing by the Airport Manager.

5. The operator with fueling facilities shall at all times maintain an adequate supply of the fuels, oils and fluids normally called for at the airport.

6. Services provided in addition to fuel will include emergency starting, non-chemical de-icing, parking, washing, tire inflation, adding oil and any service not requiring a certified mechanics license.

G. Aircraft Storage, Inside and/or Outside

1. Inside Storage: The FBO who engages in the business of storing airplanes shall lease

from the Menominee County Board of Commissioners, an area of airport land sufficient in size for the construction of a storage building with proper access ramps and other accessories and shall construct the building, ramps and accessories in locations stipulated in the approved ALP at the operator's cost and expense, according to plans and specifications previously submitted and approved, and according to all applicable laws and regulations. If no office is maintained on the airport, the operator shall post, in conspicuous places on the building, the name, address and telephone number of the person who is in charge of the facility.

2. Outside storage: All outside aircraft tie-downs will be coordinated by Airport Management.

H. Specialized Commercial Aeronautical Services

1. A specialized commercial aeronautical service is a person engaged in air transportation for hire for the purpose of providing the use of aircraft for the aeronautical activities listed below:

- a. Non-stop sightseeing flights.
- b. Aerial photography or survey.
- c. Fire watch and fire fighting.
- d. Power line, underground cable or pipe line patrol.
- e. Aerial application of agricultural chemicals.
- f. Other operations specifically excluded from Part 135 of the FARs.

2. Other specialized commercial aeronautical services which have varied requirements are:

- a. Avionics sales and/or services
- b. Aircraft manufacturing
- c. Engine or sub-assembly/overhaul station.
- d. Upholstery shop.
- e. Sale of pilot supplies, accessories and gifts.

3. Requirements for these activities in item 2 are so varied that the minimum standards and insurance coverage requirement will be determined by the Menominee County Board of Commissioners based upon a recommendation from the Airport Committee and Airport Manger.

SECTION 2.7 SPECIFIC REQUIREMENTS

A. Commencement of Activities: Each FBO shall, upon authorization, and as the construction of any required physical facilities permits, immediately commence and conduct on a full-time basis all business activities and services which are authorized.

B. Office Space

1. Each FBO shall provide and maintain an office adequate for the services provided and open to the public during the normal business hours or as otherwise required. The

office shall be at the operator's place of business on the airport.

2. These facilities shall be kept in a neat, clean and orderly condition and be properly maintained. This requirement includes the maintenance of the area outside of the facility. This includes lawn mowing and landscaping.

C. Auto Parking: The FBO shall provide auto parking for his employees and customers in his leased area or make adequate arrangements for such parking, acceptable to the Airport Manager.

D. FAAIMAC Requirements: The FBO and all personnel and employees shall be competent and shall hold all current and valid certificates, permits, licenses or other authorizations required by the FAA and MAC including any FAA air taxi permits. If, as a result of any action, order or ruling of the FAA, any of the FBO's aircraft are grounded or commercial pilot certificates or instructor's certificates are suspended or revoked, and this reduces the FBO operation to less than the minimum standard for the activity being provided for a period of ninety (90) days or more, the FBO's license and authority to operate at the airport may be revoked by the Menominee County Board of Commissioners.

E. Indemnity and Insurance

1. The FBO shall agree, and by operation at the airport, does agree, to indemnify, defend, and save Menominee County, the Menominee County Board of Commissioners and the Twin County Airport Commission, its authorized agents, officers, representatives and employees, and hold harmless from and against any and all actions, penalties, liabilities, claims, demands, damages, or losses, resulting from claims or court action, whether civil, criminal or in equity, and arising directly, or indirectly out of acts or omissions of the FBO, his agents, employees, guests, business visitors, invitees or customers.

2. In addition to the foregoing indemnity agreement provisions, the FBO agrees to secure, maintain and keep in force during the term of the agreement the insurance policies, forms and conditions required by the Menominee County Board of Commissioners and the Rules and Regulations.

3. Nondiscriminatory Service: The FBO shall furnish to all users all authorized or licensed services on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the FBO may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law and the Rules & Regulations.

F. Approval of Construction

1. No buildings, structures, tie-downs, ramps, paving, taxi areas, or a JIY other improvements or additions shall be placed or constructed on the airport or altered or removed without prior approval of the Menominee County Board of Commissioners. In

the event of any construction, alteration or removal, an appropriate bond to guarantee the completion of the work may be required in accordance with submitted plans and specifications and all applicable state and local standards.

2. Unless otherwise agreed to within its designated area, any aeronautical service provider shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down areas, taxiway, fences and all other facilities and improvements which have been approved by the Menominee County Board of Commissioners as being necessary for the operation.

3. Final plans and specifications for all construction shall be submitted with ninety (90) days after approval of the application, and construction shall commence and be completed pursuant to a progress schedule coordinated and approved by the Menominee County Board of Commissioners and the Airport Manager. All construction shall comply with applicable building codes and state and local ordinances.

4. Construction areas will be in accordance with Rules and Regulations, approved plans and the current approved ALP.

SECTION 2.8 WAIVERS OF MINIMUM STANDARDS

Upon the written recommendation of the Airport Manager the Menominee County Board of Commissioners may, at its discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing nonprofit public services to the aircraft industry or performing fire prevention or firefighting or rescue service operations. The Menominee County Board of Commissioners may further temporarily waive any of the Minimum Standards for non-governmental applicants when it deems such waiver to be in the best interest of the airport and/or its operations.

CHAPTER THREE LEASE PROVISIONS

SECTION 3.1 TERMINATIONS

The Menominee County Board of Commissioners shall have the right, at its discretion, to terminate any lease, operating agreement, or other agreement with any permit holder, or FBO, which authorizes any services on the airport and to revoke any FBO license, authority, or permit to do business on the airport for any reason provided in the Rules & Regulations, Operating Agreement, or by law, and, in addition, upon the happening of anyone or more of the following:

A. For Cause (Termination)

1. Filing of petition, voluntarily or involuntarily, for an adjudication of bankruptcy.
2. The permit holder or FBO making any general assignment for the benefit of creditors without the written approval of the Menominee County Board of Commissioners.
3. The abandonment or discontinuance of any licensed operation at the airport by said permit holder or FBO or the failure to conduct such operation on a full-time basis without prior approval of the Menominee County Board of Commissioners or the Airport Manager.
4. The failure of the permit holder or FBO to pay, when due, to the airport, all rents, fees and other charges.
5. The failure of the permit holder or FBO to remedy any default, breach or violation by the operator or his employees, in keeping, observing, performing and complying with the Rules & Regulations and the terms and conditions in any lease or agreement entered into, pursuant hereto, on the part of the permit holder or FBO to be performed, kept or preserved (not involving the payment of rents, fees and other charges to be paid to the Twin County Airport, within thirty (30) days from the date written notice from the Airport Manager has been mailed or delivered to the place of business of the permit holder or FBO at the airport.)
6. The permit holder or FBO, or any partner, officer, director, employee or agent thereof, commits any of the following:
 - a. Violates any of the Rules & Regulations
 - b. Engages in unsafe, or reckless practices in the operation of any aircraft or motor vehicle on, or in the vicinity of, the airport which creates a hazard to the safety of other airport users, other aircraft, or the general public; endangers property which could result in causing personal injuries or death to a person, or damage to property;or
 - c. Causes serious personal injury or the death of a person, or property damage involving damage in excess of \$10,000 for repairs of loss arising from the permit

holder's or the FBO's negligent or wrongful conduct of business at the airport.

d. Operates the permitted activity or the FBO in such fashion as to create a safety hazard on the airport for other airport users, aircraft or property on the airport, the general public, or any other pilots, students or passengers.

e. Is convicted of a felony that occurred on airport property.

f. Engages in any conduct on airport property that disrupts the safe operation of the airport.

g. Has been convicted of any serious crime that directly relates to moral character and/or trustworthiness and the ability of that person to conduct business at the airport.

B. Without Cause (Termination)

1. In the event the Menominee County Board of Commissioners determines to close the airport in its entirety or close the airport to all traffic it is not legally bound to honor existing leases or operating agreements.

C. Vacation and Possession of Premises After Termination

1. In the event of termination, the permit holder or FBO shall forthwith peaceably vacate the airport and surrender possession of the premises and cease all operations on the premises and any other operations on the airport. Should the operator or permit holder fail to make such surrender, the Menominee County Board of Commissioners shall have the immediate right, and without further notice to the permit holder or FBO, to enter, by force, or otherwise and take full possession of the space occupied by the permit holder or FBO on the airport and, with legal process, expel any and all parties and any and all goods not belonging to the Menominee County Board of Commissioners that may be found within or upon the space at the expense of the operator or permit holder and without being liable to prosecution or to any claim for damages. Upon such termination, all rights, powers and privileges of the permit holder or FBO shall cease and the permit holder or FBO shall immediately vacate any space it occupies under this agreement, or any permit or lease, and shall make no claim of any kind whatsoever against the Menominee County Board of Commissioners, its agents or representatives by reason of such termination or any act incident thereto. In the event of termination cause, all structures and other improvements made to the airport by the permit holder or FBO shall become the property of Menominee County and shall remain on the airport after the permit holder or FBO ceases operations and vacates the premises. In the event of termination without cause, the operator or permit holder shall be given a reasonable period of time, not to exceed ninety (90) days from the actual stated date of termination, within which to negotiate with the Menominee County Board of Commissioners the sale to the Airport Commission, at fair market value all structures and improvements erected by it on the airport property. Any structures or improvements on the airport after such reasonable period has elapsed shall be and remain the property of Menominee County.

2. In addition to all other rights and remedies provided in these Minimum Standards, the Menominee County Board of Commissioners shall have any and all other rights and remedies at law or in equity.

Appeals shall be submitted to the Menominee County Administrator within 60 days of termination for consideration and should be acted upon within 60-days of receipt.

SECTION 3.2 INSPECTIONS AND MAINTENANCE

A. To the extent necessary to protect its right and interests or to investigate compliance with the terms of the lease and the Airport Rules and Regulations, the Menominee County Board of Commissioners, its Airport Manager, its Engineer, its Attorney and appropriate Police Officers shall have the right to inspect, at all reasonable times, all airport premises together with all structures, or improvements, and as provided by law and/or Federal Regulations and/or Rules of Michigan Aeronautics Code, all aircraft, equipment, all licenses and registrations and determine the identity of all employees.

B. Each FBO shall be responsible for the removal of snow and ice from its leased area or areas in which it is authorized to operate and shall keep such leased area and areas in which it is authorized to operate free and clear of all weeds, rocks, debris and other material which is unsightly or could cause damage to aircraft, buildings, persons or automobiles.

C. No person shall throw, dump or deposit any waste, refuse or garbage on the Airport property. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

SECTION 3.3 SUBLEASING/SALE OF LEASE

No right, privilege, permit or license to do business on the airport, or any lease of any area of the airport, or personal property located thereon, shall be assigned, sublet, sold, or otherwise transferred or conveyed in whole or in part without prior written consent of the Menominee County Board of Commissioners based upon recommendation of the Airport Manager and Airport Committee. Any unauthorized attempt to do so shall result in the immediate cancellation and/or revocation of said right, privilege, lease, permit or license.

SECTION 3.4 ASSIGNED AREAS

No person or persons authorized to operate as an FBO on, or conduct business activities as a permit holder at the airport shall conduct any of his business activities or park any aircraft on any areas except those specified in the lease or written agreement. An aeronautical service provider shall not use any common areas except as authorized the Rules & Regulations or as approved in writing in advance by the Airport Manager.

SECTION 3.5 SIGN REQUIREMENTS

No signs shall be placed on Airport property, or buildings without prior written permission from the Airport Manager.

SECTION 3.6 FAA REQUIRED LEASE PROVISIONS

A. Lease Subordinate to Agreement between Lessor and the United States: This lease shall be subordinate to the provisions of any existing agreement between the Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been required as a condition precedent to the expenditure of Federal funds for the development of the airport.

B. Emergency Lease to United States

1. During time of war or national emergency, the lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they inconsistent with the provision of the lease to the Government shall be suspended.

2. All facilities of the airport developed with Federal financial assistance and all facilities usable for landing and takeoff or aircraft will be available to the United States for use by Government aircraft, in common with other aircraft, at all times, without charge, except, if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

C. Public Responsibility

1. All permit holders and FBO's shall furnish to all users all authorized or licensed services on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that the permit holder or FBO may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers as described in the Minimum Standards and as governed by the Rules & Regulations.

2. The aeronautical operator for itself, its personal representative, Successors in interest and assignees shall agree that:

a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits, of, or be otherwise subjected to discrimination in the use of said facilities,

b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits, of, or otherwise be subjected to discrimination,

c. That the lessee shall use the premises in compliance with all other

requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non: "discrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

d. That in the event of breach of any of the above non-discrimination covenants, and Menominee County Board of Commissioners shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been issued.

Revised October 13, 2015

Menominee County Chairman – Charlie Meintz

Date

Menominee County Clerk – Marc Kleiman

Date