

TWIN COUNTY AIRPORT COMMITTEE  
2801 22<sup>ND</sup> STREET  
MENOMINEE, MI 49858  
906-863-8408  
Thursday November 12, 2015 4:00 PM  
AIRPORT CONFERENCE ROOM

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Approval of Previous Minutes  
October 20, 2015
6. Public Comment (Pertaining to Agenda Items Only, Limited to 5 Minutes)
7. Presentations
8. Business
  - a. Financial
    - aa. Monthly Budget Review
  - b. Buildings and Grounds
    - aa. Roof Terminal Building
    - bb. Mead & Hunt Proposal for Land Release
    - cc. Grass Landing Strip
  - c. Flying Club
  - d. Airport Manager Report
9. Correspondence
10. Public Comment (Limited to 5 Minutes)
11. Commissioner Comment
12. Adjourn

Note: Quorum of Menominee County Board of Commissioners maybe present

If you are an individual who needs a special accommodation while attending the meeting, as required by the "Americans with Disabilities Act", please notify the Airport Manager's office at 906-863-8408 at least 24 hours prior to the meeting in order to make suitable arrangements. (TDD 800-649-3777).

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.



November 5, 2015

Via Certified and Regular Mail

Menominee/Marinette Twin County Airport  
2801 22nd Street  
Menominee, MI 49858-3401  
Attn: Jeff LaFleur



RE: Claim No.: AMTB15100001  
Insured: Menominee/Marinette Twin County Airport  
Policy No.: 003156/1400  
Date of Loss: 10-27-14  
Policy Period: 2-15-14 to 2-15-15

Dear Mr. LaFleur:

North American Risk Services ("NARS") is the third-party administrator for Certain Underwriters at Lloyd's, London ("Underwriters"). As the authorized representative, NARS is responsible for investigating the reported loss of 10-27-14 whereby a loss was reported for hail damage to Location #1 listed as 2801 22nd Street – Terminal Building, Menominee MI 49858.

**Facts**

This will acknowledge receipt of this loss on 10-2-15 and your conversation with Linette Francois, wherein you indicated there was an area wide hail event that caused damage to the roof of the Terminal building. The loss is reported to have occurred on 10-27-14 yet we were not made aware of it until 10-2-15, almost one year after the fact.

We have secured a hail report, which indicates there was 1" hail at the loss location on 10-27-14, .75" hail at the location on 8-2-15 and 1" hail again at the loss location on 8-14-15. As the two most recent events are outside our policy period, we recommend you also report a claim to your current insurer.

In addition, the hail report also identifies 1" hail fell on 8-19-11, which is prior to the inception of this policy.

On 10-2-15, we assigned the field inspection of your claim to Engle Martin & Associates ("Engle Martin"). Mr. Keith Schmelling, of Engle Martin, contacted you on 10-2-15 and completed his inspection with you on 10-5-15.

When Mr. Schmelling arrived he was made aware that there are two metal buildings as well as a terminal building on the premises. You had not mentioned the two metal buildings previously as those

---

Offices Nationwide

Mail – P.O. Box 166002 • Altamonte Springs, FL • 32716-6002 • Toll Free (800) 315-6090 • Fax (866) 261-8507

www.narisk.com

buildings were not damaged. Upon accessing the upper roof of the terminal building, Mr. Schmelling found a roof of two different levels or wings. The wings have a loose laid EPDM membrane roof with river rock ballast. The upper level roof is a 45 Mil EPDM membrane that is fully adhered, with one scupper on the North end and one scupper on the South end. The lower level roofs each have a roof drain.

As you indicated, hail caused the seams of the EPDM membrane to break loose and water had started entering the building. Per Mr. Schmelling, his inspection did not reveal evidence of hail damage to the roof. The only direct physical damage found at the Terminal building from hail were the lead coils on the roof top HVAC units, one on each wing. The coil on both units are exposed to the West, and based on the available evidence, the hail fell from the west. In addition to the HVAC coils, Mr. Schmelling found minor dents in the aluminum vent caps and commercial exhaust hoods. In Mr. Schmelling's opinion, the lifting of the seams is the byproduct of a lack of maintenance on the roof that has led to deterioration of the seams allowing water to migrate into the building.

During the inspection of the interior of the terminal building, you indicated there is an active leak in the northwest quadrant of the main lobby, below the upper level roof. You attempted to point out water staining on the wood ceiling to Mr. Schmelling however, Mr. Schmelling did not identify stains related to water leakage. Mr. Schmelling prepared a repair estimate for observable damage to the metals and HVAC coils, of \$1,719.64 however, this amount does not breach the \$10,000.00 per occurrence deductible.

To ensure a clear understanding of the cause of the damage to the roof seams, we have engaged Mr. Tim Grocholski, Senior Structural Engineer at Brander Construction Technology Inc., to inspect the roof and provide us with his evaluation.

### **The Policy**

Underwriters issued policy number 003156/1400 to Menominee/Marinette Twin County Airport. The effective dates of the policy are 2-15-14 to 2-15-15.

### **RESERVATION OF RIGHTS**

I would direct your attention to the Building and Personal Property Coverage Form CP 00 10 (04/02) which states in part:

#### **BUILDING AND PERSONAL PROPERTY**

#### **COVERAGE FORM**

##### **A. Coverage**

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

##### **E. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

**3. Duties In The Event Of Loss Or Damage**

**a.** You must see that the following are done in the event of loss or damage to Covered Property:

- (1)** Notify the police if a law may have been broken.
- (2)** Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3)** As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4)** Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5)** At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6)** As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7)** Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8)** Cooperate with us in the investigation or settlement of the claim.

**b.** We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required,

about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

I would also like to direct your attention to the Causes of Loss - Special Form CP 10 30 (04/02) which states in part:

**A. Covered Causes Of Loss**

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section B., Exclusions; or
  2. Limited in Section C., Limitations;
- that follow.

**B. Exclusions**

2. We will not pay for loss or damage caused by or resulting from any of the following:

- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (4) Settling, cracking, shrinking or expansion;

\*\*\*

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;
- of part or all of any property on or off the described premises.

In addition, the C. Limitations section of the Causes of Loss - Special Form CP 10 30 (04/02) states, in part:

**C. Limitations**

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

\*\*\*

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice

on the building or structure.

We have retained Mr. Tim Grocholski, Senior Structural Engineer at Brander Construction Technology Inc., to investigate this matter and to determine whether there is a covered loss. We would ask that you cooperate fully with him in the investigation of this matter.

Please be advised that Underwriters will proceed to investigate this matter under a full and complete reservation rights. This reservation of rights extends to all facts, known and unknown, as they may pertain to this claim.

Any action taken by Underwriters in the investigation, defense, or settlement of this claim shall not constitute or be construed as a waiver or an estoppel of any rights or defenses they have under the subject policy of insurance. Underwriters further reserve the right to deny coverage and withdraw from any further participation in this matter altogether should facts be developed that determine the above-captioned policy does not cover this loss.

By naming the specific grounds for this Reservation of Rights, Underwriters do not waive any of their rights or any of the other provisions or conditions of the policy of insurance and specifically reserve all of their rights and remedies under this policy and under the statutes and common law.

Neither this communication and undertaking, nor any future communication or undertaking should be deemed or construed as a waiver of any of the rights of Underwriters, including those rights provided in the contract of insurance. By limiting policy reference to those cited, Underwriters do not waive the right to assert other provisions of the policy and/or legal principles should additional facts, not currently known, become available and the policy is incorporated by reference into this letter as if stated in full.

Should you have any questions, please feel free to give me a call.

Sincerely,

Daniel LeRose  
Sr. Claims Adjuster  
Phone 1-800-315-6090, ext. 1231  
Email [dlrose@narisk.com](mailto:dlrose@narisk.com)

cc: Twin City Service Agency  
1415 10<sup>th</sup> Street  
Menominee, MI 49858



2400 Ford Lansing Road  
Lansing, Michigan 48206  
517-321-8334  
meadandhunt.com

October 27, 2015

Mr. Brian Bousley – County Administrator  
Menominee County  
839 10<sup>th</sup> Avenue  
Menominee, MI 49858

Subject: Twin County Airport  
Menominee, Michigan  
Scope of Services – Preliminary Land Release Request  
and MDOT AERO Coordination

Dear Mr. Bousley,

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide consulting services for the development of a preliminary land release request package for property at the Twin County Airport.

### **Project Understanding / Scope of Services**

The Twin County Airport (MNM or Airport), owned and operated by Menominee County, desires to be as self-sustaining as possible and, to this end, is interested in pursuing revenue-generating opportunities. One potential revenue source is the lease of Airport property for use by another party; Airport property may also be sold and the proceeds used to support the Airport. The County is seeking to coordinate with the Michigan Department of Transportation (MDOT) Office of Aeronautics (AERO) regarding the potential to release vacant Airport land from aeronautical use or Airport ownership.

The County has identified five areas, as shown in Attachment A, which may no longer be needed by the Airport for aeronautical use and could potentially be released from obligation to use them in this way. These areas are shown on the current draft Airport Layout Plan (ALP) produced by URS. Such a release must be authorized by the Michigan Department of Transportation (MDOT) Office of Aeronautics (AERO) and the Federal Aviation Administration (FAA). We recommend that a Preliminary Land Release Checklist be submitted to the MDOT AERO and the FAA for initial consideration prior to expending extensive funds for the appraisal, boundary survey and

environmental analysis that is required for a full release package. This allows both the Airport and the review agencies an opportunity to assess the feasibility of the request.

This scope of services is based on conversations with and information provided by the County. The intent of this project will be to develop a preliminary land release request package for the identified areas in order to assist the Airport in coordination with MDOT AERO and in determining next steps.

After receipt of authorization to proceed, Mead & Hunt shall utilize the information provided by the Airport as well as readily available information to complete a three step process to generate draft materials for a land release. These materials will include information for a release from aeronautical use as well as for a release from Airport ownership (for the potential sale of the land(s)).

#### **Task 1 – Project Management**

Concurrent with initiating work in Task 2, the Mead & Hunt staff will have a conference call with the Airport staff to discuss the history of the property, as well as the goals of this effort. Additionally, the Airport and Mead & Hunt will review the resources made available by the Airport to confirm that Mead & Hunt is briefed on the existing work that has been undertaken by the airport, specifically any conversations with potential renters, potential owners, and/or a land appraiser or realtor.

#### **Task 2 – Develop the Preliminary Land Release Request**

Using the MDOT AERO Guidelines for Land Releases, the Mead & Hunt, will prepare a preliminary land release request package intended for submittal to MDOT AERO for their review and comment. The Mead & Hunt, using data provided by the Airport, as well as additional resources, where appropriate, will address the five categories of "issues" or information requested within the guidelines.

Mead & Hunt will conduct a cursory environmental review which is expected to result in the completion of a Simple Written Record of a Categorical Exclusion (CATEX). This will include review of the following references for potential impacts to environmental resources:

<b>Environmental Resource</b>	<b>Reference</b>
Historic / Cultural Resources	National Register of Historic Places
Section 4(f) properties	Maps of the area
Section 6(f) properties	Wilderness.Org Land and Water Conservation Fund Map
Coastal Resources	Michigan DEQ Coastal Zone Management Program
Biological Resources (including State or Federal threatened or endangered species or habitat)	Michigan State University Extension Michigan Natural Features inventory and U.S. Fish & Wildlife Service Federally-Listed Threatened,

Environmental Resource	Reference
	Endangered, Proposed, and Candidate Species List
Farmlands	USDA Natural Resources Conservation Service Web Soil Survey
Floodplains	FEMA Flood Insurance Rate Map
Wetlands	U.S. Fish & Wildlife National Wetlands Inventory
Rivers (specifically those under Federal or State jurisdiction)	Nationwide Rivers Inventory and Michigan DNR Natural Rivers Program
Established communities or planned development (consistency with plans/goals)	Local zoning / land use maps
Noise	
Socioeconomic Impacts	U.S. Census data
Residential or business impacts, impacts to surface transportation, Noise, Light Emissions and Visual Effects, Solid Waste	Maps of the area
Air Quality	U.S. EPA Air Quality Attainment Status information
Water Resources	Maps of the area (including aerial photographs)
Hazardous Materials	U.S. EPA Envirofacts database and Michigan DEQ Underground Storage Tank records

No boundary survey, above-ground historical, below-ground archeological surveys or resource agency coordination will be completed as a part of this scope of work, nor will any wetland delineations or surveys, noise contours, air quality assessments, or Phase I Environmental Site Assessments (ESAs). Should those be deemed necessary, a separate scope and fee will be prepared and added to the scope of services by amendment.

The draft package will be provided to the Airport for review and comment.

**Task 3 – Submit Preliminary Land Release Request and Coordination with MDOT AERO**

Upon receipt of any comments from the County, Mead & Hunt will make any necessary edits, and then assist the Airport in submitting the package to MDOT AERO. One coordination meeting may be held with the Airport, MDOT AERO, and Mead & Hunt in order to facilitate review and discussion of the package. Coordination with MDOT AERO is not intended to constitute a formal land release request, but will allow MDOT AERO and the FAA, should MDOT AERO share the request with the FAA, to provide general information about the potential authorization of release of property at MNM.

Based upon the assessment from the MDOT AERO and FAA, an amendment to this agreement may be entered into, to provide additional work effort to provide the necessary elements for a full release package that would include appraisals, boundary survey and the appropriate level of environmental review. This additional work effort would be negotiated at a later date once direction is received from MDOT AERO and the FAA.

### **Responsibilities of the County or Airport**

Our Scope of Services and Compensation is based on the County or Airport performing or providing the following;

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Mead & Hunt supplied digital information or data if any, from contamination, misuse, or changes.
- Electronic copies of the existing Airport Layout Plan and Exhibit "A" Property Map.
- Provide access to any environmental studies, property assessments, or boundary surveys that have previously been completed for the subject properties that can provide insight regarding any environmental issues or additional information about the properties.

### **Project Schedule**

Mead & Hunt will begin work on data collection within 15 days of receipt of a notice-to-proceed. Within 30 days from commencement of work, Mead & Hunt will provide the draft land release package to the Airport for review. A 15 day review window is anticipated by the Airport. After receipt of comments, Mead and Hunt will have up to two weeks to make any necessary revisions and resubmit the package in electronic format to the Airport for distribution to MDOT AERO.

Mead & Hunt can make no specific guarantees related to the time necessary for MDOT AERO and/or FAA review and comment, nor the nature of their comments on the draft land release request. Upon receipt of comments from MDOT AERO and the FAA, Mead & Hunt will have up to 15 days to make any necessary revisions and resubmit the package.

## **Compensation**

The work described under the Scope of Services will be performed on a lump-sum basis. Menominee County will pay Mead & Hunt Five Thousand Seven Hundred Six and 29/100 Dollars (\$5,706.29), as summarized in Attachment B as planning fees for the work performed under this contract.

## **Authorization**

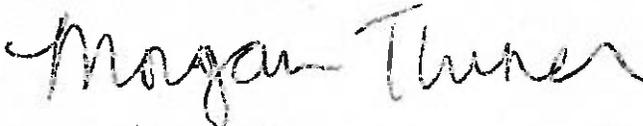
The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Menominee County and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is Attachment C and which is made a part of this proposal.

We appreciate the opportunity to submit this proposal to Menominee County and we look forward to working with the County to plan for the continued success of the Airport. If you have any questions, please let us know.

Sincerely,

MEAD & HUNT, Inc.

A handwritten signature in cursive script that reads "Morgan Turner".

Morgan E. Turner, E.I.T.  
Planner, Aviation Planning

Attachment

Accepted by: MENOMINEE COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

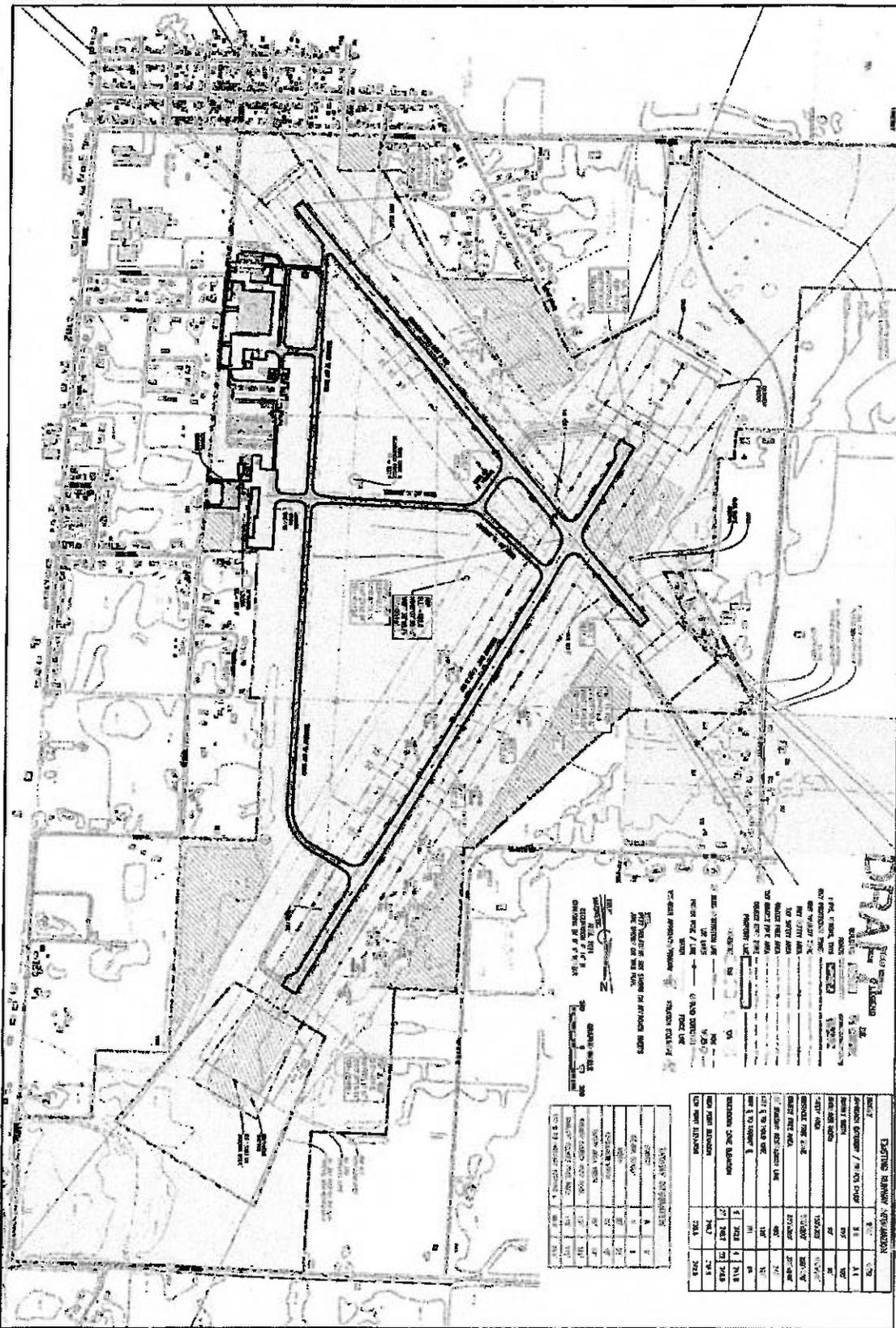
*The above person is authorized to sign for Client  
and bind the Client to the terms hereof.*

Date: \_\_\_\_\_

Approved by: MEAD & HUNT, INC.

By: Stephanie Allward  
Name: Stephanie A.D. Ward  
Title: Vice President

Date: 10/28/15



DRAFT

1. THIS DRAWING IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.  
 2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
 3. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED.  
 4. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE AIRPORT FACILITIES.  
 5. THE CLIENT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE AIRPORT FACILITIES.  
 6. THE DESIGNER SHALL BE RESPONSIBLE FOR THE OPERATION OF THE AIRPORT FACILITIES.  
 7. THE CLIENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE AIRPORT FACILITIES.  
 8. THE DESIGNER SHALL BE RESPONSIBLE FOR THE REPAIR OF THE AIRPORT FACILITIES.  
 9. THE CLIENT SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF THE AIRPORT FACILITIES.  
 10. THE DESIGNER SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE AIRPORT FACILITIES.

NO.	DESCRIPTION	DATE	BY	CHKD.
1	DESIGN	1/1/00	J. J. J.	J. J. J.
2	REVISION	2/1/00	J. J. J.	J. J. J.
3	REVISION	3/1/00	J. J. J.	J. J. J.
4	REVISION	4/1/00	J. J. J.	J. J. J.
5	REVISION	5/1/00	J. J. J.	J. J. J.
6	REVISION	6/1/00	J. J. J.	J. J. J.
7	REVISION	7/1/00	J. J. J.	J. J. J.
8	REVISION	8/1/00	J. J. J.	J. J. J.
9	REVISION	9/1/00	J. J. J.	J. J. J.
10	REVISION	10/1/00	J. J. J.	J. J. J.



**Mead & Hunt, Inc.**  
**General Terms and Conditions ("General Terms") for Engineering,**  
**Architectural, or Consulting Services**  
**Michigan**

1. Receipt of the attached signed Contract (contracts, proposal, or letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt is not acting as a Municipal Advisor as determined by the Dodd Frank Act.
4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, aviation liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.
7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent that the total aggregate of any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client.
8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the Ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead &

Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of Ownership and/or Involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.

12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.
19. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
20. The Client and Mead & Hunt, Inc. agree to negotiate any material dispute between them during the 90 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
21. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
22. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.
23. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.

**259.91 Flying club.**

**Sec. 91.** A flying club shall be a nonprofit entity organized for the express purpose of providing its

members with an aircraft for their personal use and enjoyment. The ownership of the aircraft shall be vested

in the name of the flying club or owned in equal shares by all of its members. The property rights of the

members of the club shall be equal and any part of the net earnings of the club to be distributed to the

members shall be in equal shares to all members. The club shall not derive greater revenue from the use of its

aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its

aircraft. Flying club aircraft shall not be used by members for rental, or by anyone for charter or lease.

**History:** Add. 1996, Act 370, Imd. Eff. July 3, 1996.

Randy Collier 517-335-3018

The proposal needs to be on the airport layout plan (ALP).

The proposal must meet requirements in the airport design guide AC 150/5300-13A

[http://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150-5300-13A-chg1-interactive.pdf](http://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5300-13A-chg1-interactive.pdf)

The proposal needs to be reviewed and approved by our office.

Airport owner would have to file a Notice of Landing Area proposal (FAA form 7480-1) or have an airspace approval on the ALP that shows the new runway.

Randy L. Coller, A.A.E.

Manager, Licensing & Enforcement

MDOT - Airports Division

2700 Port Lansing Rd.

Lansing, MI 48906-2160

517-335-8521 ofc

[collerr@michigan.gov](mailto:collerr@michigan.gov)

## Chapter 2. Design Process

### 201. General.

Airport design first requires selecting the Runway Design Code(s) (RDC[s]) (see paragraph 105.c), for desired/planned level of service for each runway, and then applying the airport design criteria associated with the RDC. Table 2-1 depicts the changes in design standards associated with changes in the approach category and airplane design group. Table 2-2 depicts the change in design standards associated with changes in visibility minimums.

**a.** Instrument flight procedures minimums are based on the characteristics and infrastructure of the runway (i.e., markings, approach light system, protected airspace, etc.), airspace evaluation, and the navigation system available to the aircraft. Unless these items are considered in the development of the airport, the operational minimums may be other than desired.

**b.** For airports with two or more runways, it is often desirable to design all airport elements to meet the requirements of the most demanding RDC and Taxiway Design Group (TDG). However, it may be more practical and economical to design some airport elements, e.g., a secondary runway and its associated taxiway, to standards associated with a lesser demanding RDC and TDG. A typical example would be an air carrier airport that has a separate general aviation or commuter runway or a crosswind runway only needed for small aircraft.

**Table 2-2. Changes in airport design standards associated with lowering the third component (approach visibility minimums) of the Runway Design Code (RDC)**

Visibility minimums*	Changes in airport design standards
Visual to Not lower than 1-mile	No change in airport design standards.
Not lower than 1-mile to Not lower than 3/4-mile	Parallel Taxiway Increase in RPZ dimensions. Refer to interactive <u>Table 3-5</u> . Increase in threshold siting standards. Refer to paragraph <u>303</u> .
Not lower than 3/4-mile to Not lower than CAT-I	For aircraft approach categories A & B runways: Increase in runway separation standards. Refer to <u>Table 3-5</u> and <u>Table 3-6</u> . Increase in RPZ dimensions. Refer to <u>Table 3-5</u> . Increase in OFZ dimensions. Refer to paragraph <u>308</u> . Increase in runway design standards. Refer to <u>Table 3-5</u> . Increase in threshold siting standards. Refer to paragraph <u>303</u> .
	For aircraft approach categories C, D, & E runways: Increase in runway separation standards for ADG-I & ADG-II runways. Refer to <u>Table 3-5</u> and <u>Table 3-6</u> . Increase in RPZ dimensions. Refer to <u>Table 3-5</u> . Increase in OFZ dimensions. Refer to paragraph <u>308</u> . Increase in threshold siting standards. Refer to paragraph <u>303</u> .
Not lower than CAT-I to Lower than CAT-I	Increase in OFZ dimensions for runways serving large aircraft. Refer to paragraph <u>308</u> . Increase in threshold siting standards. Refer to paragraph <u>303</u> .

\* In addition to the changes in airport design standards as noted, providing for lower approach visibility minimums may result in an increase in the number of objects identified as obstructions to air navigation in accordance with Part 77. This may require object removal or marking and lighting. Refer to paragraph 306.

**202. Design aircraft.**

The design aircraft enables airport planners and engineers to design the airport in such a way as to satisfy the operational requirements of such aircraft and meet national standards for separation and geometric design (safety issues). The “design” aircraft may be a single aircraft or a composite of several different aircraft composed of the most demanding characteristics of each (see paragraph 105.b). Examples of such characteristics and the design components affected are detailed in Table 2-3. The selection of the design aircraft is beyond the scope of this AC.

**205. Planned visibility minimums for instrument procedures.**

Runways provide maximum utility when they can be used in less than ideal weather conditions. For runways, weather conditions translate to visibility in terms of the distance to see and identify prominent unlighted objects by day and prominent lighted objects by night. In order to land during periods of limited visibility, pilots must be able to see the runway or associated lighting at a certain distance from and height above the runway. If the runway environment cannot be identified at the minimum visibility point on the approach, FAA regulations do not authorize pilots to land.

**a. Planning considerations.** While lower visibility minimums are often desirable, runway design requirements ranging from obstacles in the approach path to separation and buffers around the runway become much more restrictive. Therefore, it is important to carefully weigh the demand, benefits and costs when deciding the visibility minimums for which the runway will be designed.

**b. Visibility categories.** The ultimate runway development should be designed for one of the following visibility categories:

(1) **Visual (V).** Runways classified as visual are not designed to handle or anticipated to handle any Instrument Flight Rules (IFR) operations now or in the future, except circling approaches. These runways support Visual Flight Rules (VFR) operations only and are unlighted or lighted with at least Low Intensity Runway Lights (LIRL) or medium intensity runway lights (MIRL), and have only visual (basic) runway markings as defined in AC 150/5340-1.

(2) **Non-Precision Approach (NPA).** Runways classified as NPA are designed to handle straight-in instrument approaches providing only lateral guidance. NPA runways will only support IFR approach operations to visibilities of 3/4 statute mile (1.2 km) or greater. Navigation Aids (NAVAIDs) providing lateral only guidance for instrument approaches are VHF Omnidirectional Range (VOR), non-directional beacon (NDB), Area Navigation (RNAV) Lateral Navigation (LNAV), localizer performance (LP), localizer (LOC). These runways are generally at least 3,200 feet (975 m) long, with a minimum width based on RDC, are lighted using at least LIRL or MIRL, and have non-precision runway markings as defined in AC 150/5340-1. Runways less than 3,200 feet are protected by Part 77 to a lesser extent. However, runways as short as 2,400 feet could support an instrument approach provided the lowest Height Above Threshold (HATh) is based on clearing any 200-foot (61 m) obstacle within the final approach segment.

(3) **Approach Procedure with Vertical Guidance (APV).** Runways classified as APV are designed to handle instrument approach operations where the navigation system provides vertical guidance down to 250 feet HATh and visibilities to as low as 3/4 statute mile. May apply to the following approach types: Instrument Landing System (ILS), LNAV/ Vertical Navigation (VNAV), Localizer Performance with Vertical Guidance (LPV), or Area Navigation (RNAV)/Required Navigation Performance (RNP). These runways must be at least 3,200 feet (975 m) in length with a width at least 60 feet (18.5 m) (with 75 or 100 feet [23 or 30 m]

fighting (ARFF) buildings, the existing ATCT site should be evaluated for impacts from the project, such as clear LOS, glare, and smoke or vapor plume.

**207. Airport Reference Point (ARP).**

The ARP is the geometric center of all usable runways at the airport. The FAA uses the ARP to establish the official horizontal geographic location for the airport. The ARP is normally not monumented or physically marked on the ground. The location of the ARP is computed using runway length and is typically presented for both the existing and ultimate runway lengths proposed for development. This allows the FAA to adequately protect the existing and ultimate airspace surrounding the airport. These computations do not use closed or abandoned areas. The FAA-approved Airport Layout Plan (ALP) shows the ultimate development. If there is no ALP, the ultimate runway lengths are the existing runways plus those which have airspace approval, less closed or abandoned areas. Once the ARP is computed, the only time that a recomputation is needed is when the proposed ultimate development is changed. Refer to AC 150/5300-18 for specific calculation requirements and further guidance.

**208. Heliports/helipads.**

Refer to AC 150/5390-2 for guidance on helicopter facilities on airports. AC 150/5390-2 provides recommended distances between the helicopter Final Approach and Takeoff Area (FATO) center to runway centerline. Safety area dimensions for helipads are also discussed.

**209. Other aeronautical uses on airports.**

a. **Light sport aircraft and ultralights.** Aircraft in this category have a maximum takeoff weight of less than 1,320 lbs (599 kg) and 254 lbs (115 kg) respectively, and a maximum stall speed of not more than 45 knots and 24 knots respectively. Since these aircraft regularly operate on turf runways, follow the guidance in paragraph 314. Otherwise, use the standards in this AC for small aircraft with approach speeds of more than 50 knots, and less than 50 knots, respectively. Refer to AC 103-6 for further guidance.

b. **Seaplanes.** Refer to AC 150/5395-1.

c. **Skydiving.** Contact the appropriate FAA Airports office for guidance.

d. **Unmanned Aircraft Systems (UAS).** Contact the appropriate FAA Airports office for guidance.

**210. Drainage considerations.**

The objective of storm drainage design is to provide for safe passage of vehicles or operation of the facility during the design storm event. Design considerations are discussed in more detail below. Refer to AC 150/5320-5 for further guidance on the design of storm drainage systems. In addition, storm drainage systems must meet local requirements.

a. **Design objectives.** The drainage system should be designed to:

state and local requirements. Refer to AC 150/5320-15 for guidance on the management and regulations of industrial waste generated at airports.

**e. Wildlife concerns.** Designs for storm drainage management infrastructure should incorporate additional design elements found in AC 150/5200-33 to address wildlife hazard attractant concerns.

## **211. Security of airports.**

The focus of airport security is to identify and reduce existing or potential risks, threats, targets and vulnerabilities to the facility. Appropriate protective measures vary dependent on the level of threat and the class of operator and airport. There is no universal standard at this time. The Transportation Security Administration document, Recommended Security Guidelines for Airport Planning and Construction, provides more specific information.

**a. Threat and security measures.** During design, consider potential types of attack or threat to the facility, and how to incorporate associated security measures for each. Additional information on providing security for building occupants and assets is available from the Whole Building Design Group (WBDG). See its website at [www.wbdg.org/design/provide\\_security.php](http://www.wbdg.org/design/provide_security.php) for recommendations prepared by the WBDG Secure/Safe Committee.

### **b. FAA Regulations.**

**(1) Certificated Airports.** Airports Certificated under Part 139 must provide the following:

(a) Safeguards to prevent inadvertent entry to the movement area by unauthorized persons or vehicles.

(b) Reasonable protection of persons and property from aircraft jet blast or propeller wash.

(c) Fencing that meets the requirements of applicable FAA and Transportation Security Administration security regulations in areas subject to these regulations.

**(2) Military/U.S. Government-Operated Airports.** The FAA does not have the statutory authority to regulate airports operated by the U.S. Government agencies, including airports operated by the U.S. Department of Defense (DOD). Part 139 clarifies that the rule does not apply to these airports (see § 139.1[c][2]). However, in some instances, Part 139 requirements will apply to a civilian entity that has responsibility for a portion of an airport operated by the U.S. Government.

**(3) Airports with Civilian and Military Operations.** Airports where civilian and military operations commingle are known as either “joint-use airports” or “shared-use airports.” Under Part 139, civilian air carrier operations of either a joint-use or a shared-use airport must comply with Part 139 (see § 139.1[b] and § 139.5).

surface friction treatment should be provided for all primary and secondary runways at commercial service airports or where the runway serves turbojet operations. AC 150/5320-12 presents information on skid resistant surfaces.

**213. Location of on-airfield facilities.**

a. **Building Restriction Line (BRL).** A BRL is the line indicating where airport buildings must not be located, limiting building proximity to aircraft movement areas. A BRL should be placed on an ALP for identifying suitable building area locations on airports. The BRL should be set beyond the Runway Protection Zones (RPZs), the Obstacle Free Zones (OFZs), the Object Free Areas (OFAs), the runway visibility zone (see paragraph 305.c), NAVAID critical areas, areas required for TERPS, and ATCT clear line of sight (LOS). The location of the BRL is dependent upon the selected allowable structure height. A typical allowable structure height is 35 feet (10.5 m). The closer development is allowed to the Aircraft Operations Area (AOA), the more impact it will have on future expansion capabilities of the airport.

b. **Airport aprons.** Refer to Chapter 5 for the design standards for airport aprons and related activities for parking and storage of aircraft on an apron. The dimensions cited in interactive Table 3-5 present separation criteria applicable to aprons. For further passenger apron design criteria refer to AC 150/5360-13 and AC 150/5070-6.

**214. to 299. Reserved.**

## Sherry DuPont

---

**From:** Larry Schei  
**Sent:** Friday, November 13, 2015 10:38 AM  
**To:** Sherry DuPont  
**Subject:** Fwd: Friends of Ephraim/Gibraltar Airport Membership 2016  
**Attachments:** 2016 Membership Dues Notice.doc; ATT00001.htm; 11-01-2015 Income-Expense Statement.docx; ATT00002.htm; 2015 Accomplishments.docx; ATT00003.htm

Sent from my iPad

Begin forwarded message:

**From:** Brian Bousley <[bbousley@Menomineeco.com](mailto:bbousley@Menomineeco.com)>  
**Date:** November 9, 2015 at 3:04:12 PM CST  
**To:** Larry Schei <[lschei@Menomineeco.com](mailto:lschei@Menomineeco.com)>, Charlie Meintz <[cmeintz@Menomineeco.com](mailto:cmeintz@Menomineeco.com)>, Raymond Williams <[rwilliams@Menomineeco.com](mailto:rwilliams@Menomineeco.com)>  
**Subject:** FW: Friends of Ephraim/Gibraltar Airport Membership 2016

**From:** North Shetter [<mailto:nshetter@gmail.com>]

**To:** Brian Bousley <[bbousley@Menomineeco.com](mailto:bbousley@Menomineeco.com)>  
**Subject:** Fwd: Friends of Ephraim/Gibraltar Airport Membership 2016

Brian

I am sending this so the board can see what a small airport 17 miles away by air is doing. I have been a member of their "friends group" for years. They do not always agree on everything but they do get along. They have a monthly "pot luck" in the summer held in a hangar where folks socialize and share a beer or two if they are not flying. I would guess that 30% or more of the members either do not fly or no longer fly. They just like being around the airport and airplanes. Getting this going at Menominee is possible but the leadership will probably not come from the pilots group unless it is from newer members. I suggest that you talk to someone like Rick Estebo and the group at the south end who used to do cook outs in the past. There are a portion of the folks at the airport that are going to oppose just about anything - why I do not understand. They are in the minority. The balance of the pilots and those in the community that would like to be included are just waiting for a reason to come and enjoy the great facility we have, and if given direction and just a bit of leadership will provide volunteer service just like the folks at 3D2.

Kind regards - North Shetter

----- Forwarded message -----

**From:** Brett <[brettley@live.com](mailto:brettley@live.com)>



November 01, 2015

## 2016 MEMBERSHIP RENEWAL NOTICE

Friends of Ephraim-Gibraltar Airport,

At our September membership meeting it was decided to keep the 2016 membership dues at \$12.00/year. Several members in 2015 paid the \$12.00 annual amount plus made a donation to the Friends organization. The donation average in 2015 was \$32.49. During these very difficult economic times, any donation is greatly appreciated. At the present time we have 85 members. If we are able to sustain this membership number and continue to grow the organization, the \$12.00 annual dues plus any voluntary donations formula will allow us to maintain, preserve and enhance the EPHRAIM-GIBRALTAR AIRPORT based on our Mission Statement.

Please submit your check for membership dues/donation to:

Friends of Ephraim-Gibraltar Airport  
PO Box 61  
Fish Creek, WI 54212

Please review the attached 2015 List of Accomplishments and the final 2015 Income/Expense Report. It's this kind of continued involvement and dedication by our members that will assure we succeed in making our airport a destination pilots will want to fly to often.

Thank You for Your Continued Support,

Jon R Neville  
Treasurer





## **FRIENDS of EPHRAIM-GIBRALTAR AIRPORT**

### **2015 ACCOMPLISHMENTS**

**May, 2015 Volunteer paid for and planted flowers in airport planters.**

**May 21, 2015, EAA YOUNG EAGLES PROGRAM, provided FREE 15-20 minute flights for 80 youngsters (ages 8-17 years old) and parents. We introduced many youngsters and their parents to the thrill of aviation. For most of the kids this was their first airplane ride. Some families arrived early and did not leave until after 3PM. Great PR for the airport and the community. Pilots donated their time and all expenses for this event. Alexander's Restaurant donated all the food for the event.**

**June 25, 2015, volunteers sold lemonade at FYR BAL/Ephraim. Friends of E-G Airport profited \$220.00 from the event.**

**July 02, 2015, 10 volunteers sold lemonade at Fish Creek Summer Festival. Friends of E-G Airport profited \$856.55.00 from the event. Money will be used to promote general aviation in Northern Door County.**

**Volunteer donated time/expense to grade area around AWOS unit to comply with FAA requirements. Approximate savings to Town/Village: \$2,300.00**

**Volunteer donated top soil/grass seed for turf runway. Approximate savings to Town/Village: \$400.00**

**Volunteers donated 50+ hours cutting grass at the airport in order to reduce airport maintenance costs to the Town/Village. Approximate savings to Town/Village: \$1,800.00.**

**Friends of Ephraim-Gibraltar Airport paid to have the County roll the turf runway. Rolling the runway provides a safer landing environment for aircraft. Cost to the organization: \$531.11**

**2015 Membership: 85. The organization is financially sound.**

**In addition to the above, the Friends of Ephraim-Gibraltar Airport will:**

**Continue to provide FREE wireless internet (WI-FI) service for pilots. This service is primarily used by pilots to check weather conditions and to file flight plans.**

**Continue to provide a courtesy van for pilots in need of short term (2 hours limit) transportation needs. Pilots used the courtesy van 118 times in 2015 in order to patronized local businesses in northern Door County and take advantages of the numerous activities in the area.**

**Continue to provide 8 courtesy bikes for pilots interested in biking to Fish Creek or Ephraim to take advantage of the numerous activities in the area.**

The Accomplishments listed above show the desire of our members to maintain, preserve and improve the Ephraim-Gibraltar Airport. We look forward to another year of providing additional services to the community. Any input or suggestions from the Airport Commission, Town of Gibraltar, the Village of Ephraim or the Friends membership are always welcomed and greatly appreciated





**November 01, 2015**

**INCOME/EXPENSE STATEMENT**

**INCOME**

<b>Membership</b>	<b>\$148.00</b>
<b>Soda Sales</b>	<b>\$41.00</b>
<b>2015 Courtesy Van Donations</b>	<b>\$922.00</b>

**Total Income: \$1,111.00**

**EXPENSE:**

<b>DC Broadband</b>	<b>\$52.70</b>
<b>State of WI Quarterly Financial Filing</b>	<b>\$10.00</b>
<b>Door Co/rolling turf runway</b>	<b>\$531.11</b>

**Total Expenses: \$593.81**

**Net Income/ (Expense):**

**Beginning Balance/Checking Account: \$12,674.48**

**Income Amt.: \$1,111.00**

**Expense Amt.: \$593.81**

**Ending Balance/Checking Account: \$13,191.67**

