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# ***Oakland County Airports MINIMUM STANDARDS***

*Adopted: February 14, 2025*



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## SECTION ONE – ORGANIZATION

### 1. GENERAL

- 1.1. **Authority/Scope.** These Minimum Standards are promulgated pursuant to the Airport Rules and Regulations and the Aeronautics Code of the State of Michigan, Act 327 of 1945, MCL 259.1, et seq. All Persons conducting or performing Aeronautical Activities, soliciting business on Airport property, or using Airport property shall comply with these Minimum Standards.
- 1.2. **Airports Subject to Minimum Standards.** The following Airports are owned and operated by the County of Oakland (“County”):
  - 1.2.1. Oakland County International Airport in Waterford, Michigan (“OCIA”)
  - 1.2.2. Oakland/Troy Airport in Troy, Michigan (“OTA”)
  - 1.2.3. Oakland/Southwest Airport in New Hudson, Michigan (“OSA”)
- 1.3. **Purpose.** The purpose of these Minimum Standards is to encourage, promote, and ensure the following:
  - 1.3.1. delivery of high-quality Aeronautical Activities and facilities at the Airports;
  - 1.3.2. safety and security;
  - 1.3.3. economic health of aeronautical businesses located on Airport properties;
  - 1.3.4. orderly development of Airport properties; and
  - 1.3.5. the consistent establishment and enforcement of policy to avoid conflict of interest.

2. **EFFECTIVE DATE/AMENDMENT OF PREVIOUS MINIMUM STANDARDS.** These Minimum Standards shall be effective on February 14, 2025 and shall remain in effect until such time that these minimum standards are either repealed or amended. These Minimum Standards shall amend the Oakland County Airports Minimum Standards adopted December 27, 2018.

3. **AMENDMENT OF STANDARDS.** These Minimum Standards are subject to change by amendment or cancellation, in whole or in part, from time to time, and no rights shall accrue to any Person by adoption of these Minimum Standards.

4. **NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS.** Any notice, demand, request, consent, or approval that a Person may or is required to give pursuant to these Minimum Standards shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Oakland County Airports  
Attn: Airport Manager  
6500 Patterson Parkway  
Waterford, MI 48327

### 5. APPLICABILITY

- 5.1. These Minimum Standards shall apply to any new Permit, agreement, or any extension of the term thereof. If an Operator materially changes its Aeronautical Activities, as determined by the Airport Manager, the Airport shall, as a condition of its approval of such change, require the Operator to comply with these Minimum Standards.
- 5.2. These Minimum Standards do not affect any Permit, agreement, or amendment thereto properly executed prior to the date of promulgation of these Minimum Standards, except as provided for in such Permit, agreement, or amendment, in which case these Minimum Standards shall apply to the extent permitted by such agreement. Operators with an agreement or Permit executed before the Adoption Date of these Minimum Standards shall not be deemed out of compliance with these Minimum Standards as they apply to the

Operator's current Aeronautical Activity for failure to meet Leased Premises requirements with respect to such activity until such time as Operator's existing agreement or Permit is amended or an assignment is made to another Person, which amendment or assignment must be acceptable to the Airport Manager, or the Operator enters into a new agreement or Permit with the Airport for the same activity.

- 5.3. These Minimum Standards shall not be deemed to modify any existing agreement under which an Operator is required to exceed these Minimum Standards, nor shall they prohibit the Airport from entering into or enforcing an agreement that requires an Operator to exceed the Minimum Standards.

6. **WAIVERS OR MODIFICATIONS.** The Minimum Standards may be waived or modified by the Airport Committee for an Operator when it is determined that such waiver or modification is in the best interest of the public and will not result in discrimination against other Operators at the Airport, as required by FAA Regulations.

7. **ENFORCEMENT/VIOLATIONS**

- 7.1. The Airport Manager shall enforce and interpret these Minimum Standards and may call upon law enforcement officials and other public safety officials for assistance.
- 7.2. If an Operator breaches any provision of a Permit or violates the Minimum Standards, the Airport Manager will give the Operator written notice of such violation and the Operator shall be subject to the following penalties:
- 7.2.1. **1st Violation.** If within five (5) business days, after receiving written notice of a violation, the Operator does not cure the violation in the written notice or provide a written plan to the Airport Manager regarding how the violation will be cured (if such violation cannot be cured within five (5) business days), then the Permit that is connected to the violation shall be terminated or if the Permit authorizes more than one Aeronautical Activity, then the portion of the Permit that is connected to the violation shall be terminated.
- 7.2.2. **2nd Violation.** If within three (3) business days, after receiving written notice of a second violation within the term of a Permit, the Operator does not cure the violation in the written notice or provide a written plan to the Airport Manager regarding how the violation will be cured (if such violation cannot be cured within three (3) business days), then the Permit that is connected to the violation shall be terminated or if the Permit authorizes more than one Aeronautical Activity, then the portion of the Permit that is connected to the violation shall be terminated.
- 7.2.3. **3rd Violation.** If an Operator receives written notice of a third violation within the term of a Permit, then the Permit that is connected to the violation shall terminate upon receipt of such notice.
- 7.2.4. **Hazardous Violation.** If it is determined by the Airport Manager that a violation or condition presents an immediate threat or hazard to persons or property located at the Airports, the Airport Manager or her designee may provide written or oral notice of the violation and/or condition and instruct the Operator responsible for said violation or condition to immediately address the violation or abate the condition and if the Operator fails to comply, the Airport Manager, in her sole discretion, may suspend or terminate the Operator's Permit.

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## SECTION TWO – DEFINITIONS

1. **DEFINITIONS.** The following words and phrases used in these Minimum Standards shall have the following meanings:
- 1.1. **Aeronautical Activity** - any activity or service that provides, sells, offers, facilitates, is related to, assists with, or is required for the operation of Aircraft, or that contributes to or is required for the safety of such operations.
  - 1.2. **Aircraft** - any contrivance used or designed for navigation of or flight in the air, as set forth in or hereinafter amended by the Aeronautics Code, MCL 259.2.
  - 1.3. **Aircraft Charter Operator** - an Operator engaged in on-demand common carriage for persons or property (freight), as defined in 14 CFR Part 135, or operates in private carriage under 14 CFR Part 125.
  - 1.4. **Aircraft Maintenance Operator** – an Operator engaged in providing airframe, engine, and accessory repairs for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.
  - 1.5. **Aircraft Management or Fractional Share Operator** - an Operator engaged in the business of providing Aircraft management services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew services to the public (and/or coordinating Aircraft fueling, line services, ground handling, maintenance, and storage for or on behalf of the public).
  - 1.6. **Aircraft Operator** – a Person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.
  - 1.7. **Aircraft Rental Operator** – an Operator engaged in the rental of Aircraft to the public includes any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities.
  - 1.8. **Aircraft Sales Operator** - an Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period.
  - 1.9. **Aircraft Self-Serve Fueling Operator** – an Operator engaged in providing aviation fuel facilities, to the public at OTA and OSA whereby an Aircraft may be fueled by the pilot utilizing a fixed storage tank system installed for that specific purpose. The use of this type of Operator is not to be considered a Non-Commercial Self-Service Fueling Operator.
  - 1.10. **Airframe and Powerplant Mechanic** – an individual, certificated by the FAA, that performs and/or supervises the maintenance, preventive maintenance, or alteration of an Aircraft or appliance, or a part thereof, for which the individual is rated, and may perform additional duties in accordance with certain regulatory measures.
  - 1.11. **Airport(s)** - the Oakland County International Airport (“OCIA”), the Oakland/Troy Airport (“OTA”), and the Oakland/Southwest Airport (“OSA”) and all land, improvements, and appurtenances within the legal boundaries of the Airports as they now exist and as may hereinafter be extended, enlarged, or modified.
  - 1.12. **Airport Certification Manual (ACM)** – a document required by the FAA detailing OCIA requirements as contained in 14 CFR Part 139.

- 1.13. **Airport Committee (Committee)** – the Oakland County Airport Committee, established by the Oakland County Board of Commissioners via MR #89043.
- 1.14. **Airport Layout Plan (ALP)** - the drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc.
- 1.15. **Airport Manager** - an Oakland County employee, under the direction of the County Executive or his/her designee, that manages and supervises the Airports or other individuals as the Airport Manager may from time to time designate to carry out such duties.
- 1.16. **Airport Minimum Standards** - qualifications, standards, and criteria approved by the Airport Committee and enforced by the Airport Manager, as the minimum requirements that must be met as a condition for the right to engage in Aeronautical Activities at the Airport.
- 1.17. **Airport Operations Area (AOA)** - restricted areas of the Airport, either fenced or posted, that (1) provide access to locations where Aircraft are parked or operated, or (2) are not open to the public, including but not limited to the Aircraft ramps, aprons, taxiways, runways, unimproved land attributed to the taxiways and runways, safety clear areas, and areas delineated for the protection and security of the Airport.
- 1.18. **Airport Security Plan** - a document developed by the Airport Manager to enhance and help ensure security of general aviation operations at the Airport, as required by law and the Michigan Aeronautics Commission.
- 1.19. **Avionics or Instrument Maintenance Operator** – an Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments).
- 1.20. **Commercial Hangar Operator** - an Operator that develops, owns, and/or leases facilities for the purpose of providing, to the public, Aircraft storage facilities and/or associated office or shop space to Persons engaging in Aeronautical Activities.
- 1.21. **Exclusive Right** - a power, privilege, or other right excluding or barring another from enjoying or exercising a like power, privilege, or right. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. Note: An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.
- 1.22. **Federal Aviation Administration (FAA)** - the division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- 1.23. **Fixed Base Operator (FBO)** - an Operator authorized and required by Permit to provide, sell, offer, or facilitate an Aeronautical activity.
- 1.24. **Flight Training Operator** – a Person that engages in instructing pilots in dual and solo flight training in fixed and/or rotary wing Aircraft and provides such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilot certificates and or ratings involved. Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.).

- 1.25. **Independent Operator** - an Operator that conducts Aeronautical Activities, retaining total and free control over the means or methods used in conducting such activities on the Airport, but is not located on Airport property
- 1.26. **Laws** - federal, state, and local laws, rules, regulations, ordinances, codes, any grant assurances or requirements, and the Airport Rules and Regulations now in effect or hereinafter amended or enacted.
- 1.27. **Non-Commercial (or Aeronautical Activity Permit) Hangar Operator** - an Operator that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing Aircraft used only for private, non-commercial purposes.
- 1.28. **Non-Commercial Self-Service Fueling Operator** – an Aircraft Owner (or its employees) that performs fueling, maintenance, repair, cleaning, or other servicing of an Aircraft using resources (goods) obtained by the Aircraft Owner and vehicles or equipment owned by the Aircraft Owner. 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any Aircraft owned or operated by the pilot. For a list of such preventative maintenance activities refer to 14 CFR Part 43. “Owned Aircraft” is an Aircraft that is owned or leased and operated under the full and exclusive control of the Aircraft owner or lessee.
- 1.29. **Operator** - any FBO, SASO, and/or any Person subject to the standards set forth herein.
- 1.30. **Permit** – means an agreement between an Operator and the County to conduct an Aeronautical Activity on Airport property.
- 1.31. **Person** - any individual, firm, partnership, corporation, company, association, entity, or any trustee, receiver, assignee, or similar representative thereof.
- 1.32. **Private Flying Club** - a non-profit entity within the State of Michigan which restricts membership from the general public, i.e., does not advertise its membership availability to the general public.
- 1.33. **Ramp (Apron)** - an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.
- 1.34. **Ramp Privilege** - the driving of a vehicle upon an AOA ramp to deliver individuals, cargo, or equipment to an Aircraft as a matter of convenience or necessity.
- 1.35. **Specialized Aeronautical Service Operator (SASO)** - an Operator engaged in providing: (1) limited Aeronautical Activities and support, (2) miscellaneous commercial services and support, or (3) air transportation services for hire.
- 1.36. **Through-The-Fence Operation** - the right to have direct access to the Airport from private property located contiguous to the Airport. Through-the-Fence Operators, while being located off Airport property, have access to the Airport’s runway and taxiway system.

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### SECTION THREE – GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of Section Three as well as other minimum standards, set forth herein, that are applicable to the Operator’s Aeronautical Activity.



**1. EXPERIENCE/CAPABILITY**

- 1.1. Operator shall have such business background and shall demonstrate its business capability to provide high quality Aeronautical Activities, services, and facilities in a good and workmanlike manner.
- 1.2. Any prospective Operator seeking to conduct an Aeronautical Activity at the Airport shall demonstrate the following: (a) resources necessary to realize the business objectives established by the Operator, (b) the financial capability to develop and maintain improvements, (c) procuring and maintaining the required vehicles, equipment, and/or Aircraft, (d) a sufficient number of employees, and (e) engage in the Aeronautical Activity. Appendix Two that contains the application requirements, should be used as a guide to assist prospective Operators in demonstrating resources and capabilities.

**2. PERMIT REQUIRED**

- 2.1. Before engaging in any Aeronautical Activity or soliciting business at or on the Airports, an Operator shall obtain and execute a Permit or agreement with the County. If there are no Minimum Standards for such activities then the terms and conditions will be addressed by the Airport Manager on a case by case basis and set forth in such Operator's Permit or agreement, although Operator shall comply with the Minimum Standards to the extent reasonably possible
- 2.2. The prospective Operator shall complete and submit an application for a Permit or agreement, including all the information requested on the Application/Proposal Requirements checklist (See Appendix Two) and thereafter shall submit any additional information that may be required or requested by the Airport Manager to properly evaluate the application and facilitate an analysis of the prospective Aeronautical Activity.
- 2.3. All applications will be reviewed and approved or rejected by the Airport Manager within ninety (90) days from the receipt of the application. The approval of the application may consider compliance with these Minimum Standards, an analysis of the business background, financing and proposed plans for the Aeronautical Activity, and evaluation of the information provided in the Application, all based on a commonly accepted business analysis.
- 2.4. Applications may be denied for one or more of the following reasons:
  - 2.4.1. The Operator does not meet the Minimum Standards;
  - 2.4.2. The proposed Aeronautical Activity will create a safety hazard at the Airport;
  - 2.4.3. The granting of 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 the Airport;
  - 2.4.4. There is no appropriate or adequate available space on the Airport to accommodate the Aeronautical Activity;
  - 2.4.5. The Aeronautical Activity does not comply with the approved ALP;
  - 2.4.6. The Aeronautical Activity will result in congestion at the Airport, interfering with operations of Operators at the Airport;
  - 2.4.7. Supplying false, misleading, or incomplete information in the application;
  - 2.4.8. The proposed Operator has a record of violating laws or these Minimum Standards;
  - 2.4.9. The proposed Operator has defaulted in the performance of any agreement with the County or any agreement at any other Airport;

- 2.4.10. The proposed Operator is not sufficiently creditworthy and responsible, in the sole judgment of the Airport Manager, to provide and maintain Aeronautical Activity connected with the application and to promptly pay amounts due under a Permit or agreement; or
- 2.4.11. The proposed Operator does not have the finances necessary to conduct the proposed operation for at least six (6) months.
- 2.4.12. The proposed Operator has demonstrated conduct and/or behavior considered to be detrimental to the operation and/or maintenance of the Airport.
- 2.5. **Term.** Permits for FBOs, including their respective SASO's, shall be valid for a period of five (5) years. Permits for all other SASO's and Aeronautical Activities shall be valid for a period of time set forth therein, but for no longer than two (2) years. After the second anniversary of a FBO Permit, including their respective SASO's, and before the two (2) year, six (6) month anniversary, each FBO must provide written notice to the Airport Manager of either of the following: (1) confirmation that the FBO is in compliance with the Airport Rules and Regulations and Airport Minimum Standards for all Aeronautical Activities, reporting any new Aeronautical Activities with demonstration as to how the FBO meets the Airport Rules and Regulations and Airport Minimum Standards, and/or confirmation that the FBO is no longer actively involved in an Aeronautical Activity, or (2) confirming no material changes to each of the FBO's Aeronautical Activities.
- 2.6. **Change of condition.** Any change in conditions related to an approved Permit shall be submitted to the Airport Manager, in writing, at least thirty (30) days before the anticipated effective date of such change. Operator shall clearly describe the proposed change in conditions. The Airport Manager shall promptly review such changes and may approve or deny such change if they do not comply with these Minimum Standards. The change in conditions shall be codified as a new Permit or an amendment to an existing Permit.
- 3. **PAYMENTS OF RENTS, FEES AND CHARGES.** No Operator shall engage in Aeronautical Activities, unless the Operator is current in the payment of all sums due under all agreements or Permits Operator has with the County.
- 4. **INSURANCE.** Operators shall obtain and maintain the applicable insurance set forth in Appendix One.
- 5. **PREMISES**
  - 5.1. Operator shall, at a minimum, lease the land and/or improvements for the Aeronautical Activity referenced in these Minimum Standards. All Aeronautical Activities must be conducted on or at the Airport. Through-the-Fence Operations are not permitted.
  - 5.2. Property that requires public access shall have direct landside access.
  - 5.3. Ramps associated with hangars shall be sufficient in size and weight bearing capacity, to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities and/or Aircraft operating in taxiways, whichever is greater.
  - 5.4. Paved vehicle parking shall be sufficient to accommodate the Operator's and Operator's sub-lessee's customers, employees, visitors, vendors, and suppliers on a daily basis. Paved vehicle parking shall be on Operator's premises and located in close proximity to Operator's main facility. On-street vehicle parking is not allowed.

6. **INDEPENDENT OPERATORS.** Independent Operators are not permitted.
7. **EXCLUSIVE RIGHTS.** No person shall be granted an Exclusive Right to conduct any Aeronautical Activity on the Airport as mandated by Law.
8. **LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS.** Operator shall obtain, maintain, and display in a prominent location all required licenses, permits, certifications, and/or ratings for its Aeronautical Activities and shall, upon request, provide copies to the Airport Manager or provide copies as otherwise required by these Minimum Standards.
9. **EMPLOYEES/CONTRACTORS**
  - 9.1. Operator shall have in its employ, on duty, and on premises or readily available during hours of activity, courteous, properly trained, fully qualified and certified (if applicable) employees/contractors in such numbers as are reasonably required to meet these Minimum Standards and to provide the Aeronautical Activities being conducted. Operator shall also maintain, during all business hours, a responsible person in charge of supervising the Aeronautical Activities on the premises with the authorization to represent and act for and on behalf of Operator.
  - 9.2. Operator shall be responsible for the neat appearance of its employees/contractors. Employees/contractors on duty shall wear uniforms or other suitable business attire, which are consistent with the type of work being performed.
  - 9.3. The use of Operator issued identification media issued to on-duty employees is authorized for unescorted movement in the following portions of the AOA: Corporate/FBO ramps, Route 2, Terminal Ramp, T-Hangars.
  - 9.4. Upon receipt of a written objection from the Airport Manager concerning the conduct or demeanor of any of Operator's employees/contractors, Operator shall promptly act to eliminate or correct the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.
10. **AIRCRAFT, VEHICLES AND EQUIPMENT.** All required Aircraft, vehicles, and equipment on the Airport shall be fully operational, properly maintained, functional, and available at all times and capable of providing all required products and services.
11. **HOURS OF ACTIVITY.** Hours of activity shall be clearly posted in public view using appropriate and professional signage.
12. **MULTIPLE ACTIVITIES.** When more than one Aeronautical Activity is conducted, the minimum requirements shall vary depending upon the nature of each Aeronautical Activity or combination of such Activities but shall not necessarily be cumulative.
13. **NEW ACTIVITIES.** Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such case, appropriate minimum standards shall be developed at such time on a case-by-case basis for such Activities, adopted by the Airport Committee, and incorporated into the Operator's Agreement. Prior to the development of minimum standards to address new activities, to the extent that new activities are permitted, the Operator shall endeavor to comply with existing Minimum Standards to the extent reasonably possible.
14. **SUBLEASE/SUBLICENSE ACTIVITY.** All subleases, sublicenses, or other assignments/delegation of Permits or agreements require the prior written approval of the Airport Manager.

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## **SECTION FOUR – FIXED BASE OPERATOR**

In addition to the General Requirements set forth in Section Three, each FBO shall comply with the following minimum standards:

### **1. SCOPE OF ACTIVITY**

- 1.1. Only FBO is permitted to provide, sell, or dispense fuel to the public and/or any other Person on the Airport.
- 1.2. FBO shall provide multiple Aeronautical Activities including at a minimum, Aircraft fuel and oil services, airframe and powerplant repair services, plus two (2) of the following Aeronautical Activities:
  - 1.2.1. Sale of New Aircraft Parts and Components,
  - 1.2.2. Flight Training and/or Aircraft Rental,
  - 1.2.3. Aircraft Charter and/or Aircraft Management,
  - 1.2.4. Aircraft Hangar Storage,
  - 1.2.5. Sale of New and Used Aircraft,
  - 1.2.6. Aircraft Refurbishing and/or Painting, or
  - 1.2.7. Avionics Repairs and Sale.
- 1.3. FBO shall provide all employees, equipment, and facilities required to service Aircraft normally frequenting the Airport. FBO employees using FBO's vehicles and equipment must provide all required products and services.
- 1.4. FBO may subcontract or have an agreement with a SASO to provide any two (2) of the additional activities identified in Section 1.2. above, provided that such SASO meets the requirements of these Minimum Standards, is approved by the Airport Manager in writing, and operates from the FBO's premises. SASOs can sublease or sublicense space from an FBO to meet these Minimum Standards, if the FBO meets the premises requirement for an FBO and the SASO activity.
- 1.5. FBO shall store, deliver, and dispense both jet fuel (Jet A) and avgas (100LL). FBO shall maintain an adequate inventory of generally accepted grades of aviation engine oil and lubricants.
- 1.6. FBO shall provide full-service FBO support, including Aircraft marshalling and towing, parking, deicing services, baggage handling, lavatory services, auxiliary power, cleaning, oxygen/nitrogen and compressed air service, customer lounge, concierge services, courtesy transportation (Operator's vehicles), and catering/hotel/ground transportation arrangements.
- 1.7. FBO shall provide and assist with routine (minor) aircraft line maintenance on the airframe, powerplants and associated systems of Aircraft frequenting the Airport.

### **2. PREMISES**

- 2.1. FBO shall lease from the County a minimum of five (5) acres of land area.
- 2.2. FBO must have a hangar facility of a minimum of 10,000 SF of properly lighted space to perform work, Aircraft storage, parts storage, office space, and restrooms.
- 2.3. FBO must have a paved Ramp area of not less than 50,000 SF. FBO shall provide paved transient Aircraft parking for a minimum of ten (10) Aircraft.
- 2.4. FBO must have a building/facility to provide a minimum of 5,000 SF of properly lighted, cooled, and heated space for the following purposes: office space, a public waiting area,

pilot's lounge separate from public waiting areas. The pilots lounge shall include a flight planning area that has all items necessary for complete flight planning (weather communication links), restrooms, snack food and beverage machines, and public use telephone.

### **3. FUEL STORAGE**

- 3.1. FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.
- 3.2. FBO shall have a fixed fuel storage tank system in a location consistent with the Airport Master Plan and approved by the Airport Manager, containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable Laws. All fixed fuel storage tank systems and fuel dispensing equipment shall be built, installed, operated, and maintained in accordance with all applicable Laws for each type of fuel dispensed. A copy of the applicable license and registration for the fixed fuel storage tank system must be on file with the Airport Manager.
- 3.3. The storage, transportation and dispensing of fuel shall be done in the strictest accordance with all Laws. Further, all fuel delivered shall be clean, bright, pure, free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.
- 3.4. Fixed fuel storage tank systems shall have, at a minimum, a total of 20,000 gallons of fuel storage. Fixed fuel storage tank systems must include adequate fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan ("SPCCP") that must be submitted to the Airport Manager and updated annually.
- 3.5. The use of portable or transportable fuel tanks is acceptable at the Airport. The storage of portable or transportable fuel tanks on Airport property is prohibited. All portable or transportable fuel tanks must be removed immediately from Airport Property once the Aircraft is fueled.
- 3.6. FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste.

### **4. FUELING EQUIPMENT.** FBO shall be required to comply with and/or provide the following:

- 4.1. At a minimum, two mobile fuel trucks, one (1) fuel truck with a minimum of 500 gallons of aviation gasoline (100LL) and one (1) fuel truck with a minimum of 1,500 gallons of Jet A Fuel, are required. In no case shall fuel truck capacity exceed 10,000 gallons. Fuel trucks shall be designed and built for fueling Aircraft, self-propelled, properly marked/labeled with Operator name and type of fuel being carried, equipped with a metering device, and separate dispensing pumps for each grade of fuel. Jet A fuel trucks shall have the capability to provide "over-the-wing" and "single point" capability.
- 4.2. All dispensing equipment shall be equipped and maintained with certified metering equipment, filters, and bonding equipment; all such equipment shall meet all applicable Laws, including without limitation, those prescribed by:
  - 4.2.1. State of Michigan Fire Code and local Fire District codes
  - 4.2.2. National Fire Protection Association (NFPA) Codes, including NFPA 407 Standard for Aircraft Fueling;

- 4.2.3. 14 CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”; and
- 4.2.4. Applicable FAA Advisory Circulars (AC) including FAA Advisory Circular AC 00-34 “Aircraft Ground Handling and Servicing” and AC 150/5210-5 “Painting, Marking and Lighting of Vehicles Used On An Airport”.
- 4.3. FBO shall ensure spill kits for both fixed and mobile fuel storage tanks are nearby and available.
- 4.4. Fuel trucks, storage tanks, and all other facilities for storing fuels are subject to inspection and approval by the FAA, the state and local fire marshal, and the Airport, at any time.
- 4.5. FBO shall provide an adequate supply of approved and regularly inspected dry chemical fire extinguisher units and/or equipment required by applicable fire codes in proper locations i.e., within all hangars, on Apron areas, at fuel storage facilities, and on all ground handling and fuel trucks.
- 4.6. Fuel trucks shall be properly stored and staged in accordance with all applicable Laws.
- 4.7. Fuel trucks shall be operated by trained employees and equipped with two-way radios on ground control frequency. Fuel trucks must be equipped with a roof-mounted, yellow beacon light.

## **5. LINE EQUIPMENT**

- 5.1. FBO shall provide service equipment necessary to properly provide support for Aircraft, including but not limited to: aircraft parking and line equipment including wheel chocks; adequate loading, unloading and towing equipment (tugs and towbars) to safely and efficiently move general aviation Aircraft normally frequenting the Airport; equipment for de-icing services; equipment for repairing and inflating Aircraft tires, changing oil, recharging discharged Aircraft batteries and starters; oxygen and nitrogen; equipment to clean both the interior and exterior of Aircraft; telephone and radio contact to service employees; tools, jacks, auxiliary ground power units, airstairs and crew/courtesy vehicles.
- 5.2. FBO shall provide the necessary equipment and service to remove snow and ice and otherwise keep fueling and parking areas clean and safe on its premises.

## **6. EMPLOYEES**

- 6.1. FBO shall provide the Airport Manager with current telephone numbers for fuel employees that can be reached at all times.
- 6.2. FBO shall develop and maintain Standard Operating Procedures (SOPs) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A “Aircraft Ground Handling and Servicing”. FBO’s SOPs shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills. FBO’s SOPs shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and fuel trucks. SOPs shall be submitted to the Airport Manager no later than thirty (30) calendar days before the FBO commences Aeronautical Activities at the Airport. The Airport shall conduct periodic inspections to ensure compliance.
- 6.3. FBO shall provide staffing to ensure adequate service levels, including at a minimum:
  - 6.3.1. Two (2) properly trained and qualified employees on each shift from (from 6:00 am to 9:00 pm) to provide Aircraft fueling paring, and line service support.

- 6.3.2. One (1) properly trained and qualified employee, on each shift from (7:00 am to 9:00 pm) to provide customer service and support.
- 6.3.3. One (1) FAA licensed Airframe and Powerplant mechanic employed by FBO (or an approved SASO) and properly trained and qualified to perform Aircraft Maintenance on Aircraft frequenting the Airport for at least eight (8) hours during FBO's hours of activity five (5) days a week.
- 6.3.4. Line service employees shall be trained in and in compliance with the Airport Rules and Regulations, the Airport Security Plan, and in good standing with the Plan's Three Strikes Program.

**7. HOURS OF ACTIVITY**

- 7.1. Fuel and line services shall be available 24 hours per day, 7 days per week, including holidays. FBO may not require fueling/line service employees to be on-site during the hours of 12:00 am and 6:00 am, provided that such employees are available after hours, on-call, with a response time not to exceed thirty (30) minutes.
- 7.2. FBO shall be open and services (other than fueling and line services) shall be available to meet the reasonable demands of the public for Aeronautical Activities during normal business hours (8:30 am – 5:00 pm) seven (7) days a week.
- 7.3. The Airport Manager reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need, special events, or public demand.

**8. AIRCRAFT RECOVERY/REMOVAL**

- 8.1. In order to maintain the operational readiness of the Airport, within one (1) hour upon request of Airport Operations, FBO shall respond and promptly begin steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO) from the airfield during the hours identified under item 7.2 above of this Section Four.

**9. FUEL CONCESSION FEE AND MINIMUM CHARGE**

- 9.1. FBO shall forward a letter to the Airport Manager specifically setting forth the type and amount of all fuel delivered to FBO each month. FBO shall also forward a letter to the fuel supplier directing them to provide the Airport Manager with a duplicate statement of all products delivered to the FBO each month.
- 9.2. FBO shall pay the County a fuel concession fee for the privilege of selling fuel at the Airport. The Airport Committee shall set the amount of and how the fuel concession fee will be calculated. The County shall issue a monthly invoice for the fuel concession fee, covering charges on deliveries of fuel for the previous month. The FBO shall pay such invoice within twenty (20) calendar days of receipt. The fuel concession fee applies whether fuel is purchased for resale or for the FBO's own use. The Airport Committee reserves the right to change the fuel concession fee every two (2) years.
- 9.3. The minimum annual charge for the fuel concession fee is twenty-five thousand dollars (\$25,000) per County fiscal year (October 1 to September 30) ("minimum annual charge"). If a Permit or agreement commences on a date other than October 1, then the minimum annual charge shall be pro-rated basis on 52 weeks. At the end of each fiscal year, on September 30, the minimum annual charge shall be equalized with the fuel concession fee paid by the FBO. If the fuel concession fee for that fiscal year does not equal or exceed the minimum annual charge, then the FBO shall pay, to the County, the difference between the fuel concession fees paid by the FBO during that fiscal year and the minimum annual charge. The County shall invoice the FBO for such amount. If the FBO does not pay the invoice within thirty (30) calendar days of the due date, then the

FBO's Aeronautical Activity Permit shall be terminated and the FBO privileges terminated, without further action of the County or FBO.

- 9.4. A deposit of six thousand dollars (\$6,000.00) shall be paid by the FBO to the County, upon approval of an Aeronautical Activity Permit with privileges to engage in FBO activities ("deposit"). The deposit shall be retained by the County as a guaranty fund to be applied toward the failure to meet the minimum annual charge. If the total annual fuel concession fee does not equal the minimum annual charge, then the difference will be paid out of the deposit. Any amount of the deposit used to cover such difference will be invoiced to the FBO in order to maintain the deposit at six thousand dollars (\$6,000) for the following year.

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## **SECTION FIVE- SPECIALIZED AVIATION SERVICE OPERATOR**

In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following minimum standards:

### **1. SCOPE OF ACTIVITY**

- 1.1. SASO is **not** permitted to provide, sell, or dispense fuel (aviation or otherwise) or to barter, trade, or exchange fuel (aviation or otherwise) with the public and/or any other Person.
- 1.2. If SASO can meet the following criteria, it may be permitted to purchase fuel:
  - 1.2.1. Fuel must be purchased directly from a recognized aviation petroleum distributor.
  - 1.2.2. Fuel must be dispensed by employees of the SASO, utilizing SASO equipment, in Aircraft owned or contractually managed or operated by the SASO.
  - 1.2.3. A minimum of 500,000 gallons of aviation fuel must be purchased per annum.
  - 1.2.4. SASO must pay the County a monthly fuel concession fee, calculated by the current fuel flowage rate for each type of fuel received times the number of gallons received.
  - 1.2.5. In the event SASO does not meet the annual minimum fuel volume as defined in Section Five, 1.2.3 above, SASO shall be assessed a fine in the amount of \$25,000.
  - 1.2.6. Storage, transportation, and dispensing of fuel must be done in the strictest accordance with all applicable Laws and NFPA Codes.
- 1.3. FBO may sublicense or subcontract any required Aeronautical Activities to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of FBO other than the storage, delivery or dispensing of fuel). SASOs can sublease/sublicense space from FBO to meet its Minimum Standards, if the FBO meets the premises requirement for FBO and the SASO activity.
- 1.4. The use of portable or transportable fuel tanks is acceptable at the Airport. The storage of portable or transportable fuel tanks on Airport property is prohibited. All portable or transportable fuel tanks must be removed immediately from Airport Property once the Aircraft is fueled.



## **AIRCRAFT SELF-SERVE FUELING OPERATOR**

In addition to the General Requirements set forth in Section Three, an Aircraft Self-Serve Fueling Operator and shall comply with the following minimum standards:

### **1. SCOPE OF ACTIVITY**

- 1.1. Aircraft Self-Serve Fueling Operator shall lease (or in the case of a sublease/sublicense, have immediate access to) an adequate parcel of land on the Airport to have a fixed fuel storage tank system, ramp access, and Aircraft parking in a location consistent with the Airport Master Plan and approved by the Airport Manager. The fixed fuel storage tank system shall contain safety fixtures and filtration systems to ensure fuel quality in accordance with Laws. The fixed fuel storage tank system and fuel dispensing equipment shall be built, installed, operated, and maintained in accordance with all applicable Laws in accordance with each type of fuel dispensed. A copy of the applicable State storage tank license and registration must be on file with the Airport Manager.
- 1.2. The storage, transportation and dispensing of fuel shall be done in accordance with all applicable Laws and NFPA Codes. All fuel delivered shall be clean, bright, pure, free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of the Aircraft Self-Fueling Operator.
- 1.3. An Aircraft Self-Serve Fueling Operator may provide either Avgas or Jet Fuel, or both, as permitted. The fixed fuel storage tank system shall have at a minimum a total of 10,000 gallons of fuel storage with a minimum of 5,000 gallons for each type of fuel sold.
- 1.4. The fixed fuel storage tank system must include adequate fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan ("SPCCP") that must be submitted to the Airport Manager and updated annually.
- 1.5. The use of portable or transportable fuel tanks is acceptable at the Airport. The storage of portable or transportable fuel tanks on Airport property is prohibited. All portable or transportable fuel tanks must be removed immediately from Airport Property once the Aircraft is fueled.

2. **HOURS OF ACTIVITY.** Aircraft Self-Serve Fueling Operator shall ensure that its facilities are available for Aircraft fueling seven days a week (including holidays), 24 hours a day.

## **AIRCRAFT CHARTER OPERATOR**

In addition to the General Requirements set forth in Section Three, an Aircraft Charter Operator shall comply with the following minimum standards:

### **1. PREMISES**

- 1.1. An Aircraft Charter Operator shall lease (or in the case of a sublease/sublicense, have immediate access to) a minimum of one (1) acre of contiguous total land area.
- 1.2. An Aircraft Charter Operator shall have a building/facility that includes a customer area having adequate space for (or in the case of a Sublease/Sublicense, immediate access to) a customer lounge, public telephone, restrooms, and an administrative area that has adequate and dedicated space for employee offices, work areas, and storage.

2. **LICENSES AND CERTIFICATION.** An Aircraft Charter Operator shall be certificated under FAR Part 125 or 135 and copies of such certificates shall be provided to the Airport Manager.

Employees shall be properly certified by the FAA and hold the appropriate and current ratings and medical certification for the Aircraft on certificate.

3. **EMPLOYEES.** An Aircraft Charter Operator shall employ and make available at least one (1) person who holds an appropriate FAA license or certificate for the Aircraft operated and at least one (1) person with experience and ability to provide charter quotes, schedule and dispatch support, and customer service.
4. **EQUIPMENT.** An Aircraft Charter Operator shall provide not less than one (either owned or exclusively leased) certified, airworthy single-engine four-place Aircraft and/or one certified and airworthy multi-engine Aircraft, both of which must meet the requirements of the FAA certificate. Aircraft shall be certified for and capable of use under instrument meteorological conditions.
5. **HOURS OF ACTIVITY.** An Aircraft Charter Operator shall be open, and services shall be available to meet the reasonable demands of the public during normal business hours (8:30 am – 5:00 pm) five (5) days a week. After hours, on-call, response time to customer inquiries shall not exceed sixty (60) minutes.

## **COMMERCIAL HANGAR OPERATOR**

In addition to the General Requirements set forth in Section Three, a Commercial Hangar Operator shall comply with the following minimum standards:

### **1. PREMISES**

- 1.1. A Commercial Hangar Operator shall lease (or in the case of a sublease/sublicense, have immediate access to) a minimum of one (1) acre of contiguous total land area.
- 1.2. A Commercial Hangar Operator shall have a building/facility that includes a customer area having adequate space for (or in the case of a Sublease/Sublicense, immediate access to) a customer lounge, public telephone, restrooms, and an administrative area that has adequate and dedicated space for employee offices, work areas, and storage.
- 1.3. A Commercial Hangar Operator shall have a minimum 10,000 square foot hangar and 15,000 square foot paved Ramp sufficient to park, store, and maneuver Aircraft that sublease/sublicense space from the Commercial Hangar Operator.

2. **HOURS OF ACTIVITY.** Facilities shall be available for Aircraft storage seven days a week (including holidays), 24 hours a day.

## **AIRCRAFT MAINTENANCE OPERATOR**

In addition to the General Requirements set forth in Section Three, an Aircraft Maintenance Operator shall comply with the following minimum standards.

### **1. PREMISES**

- 1.1. An Aircraft Maintenance Operator shall lease (or in the case of a sublease/sublicense, have immediate access to) a minimum of one (1) acre of contiguous total land area.
- 1.2. An Aircraft Maintenance Operator shall have a building/facility of a minimum size of 1,250 square feet, including a customer lounge, public telephone, and restrooms.
- 1.3. An Aircraft Maintenance Operator shall have a ventilated hangar of properly lighted and heated space to perform work and to provide storage, shop areas, and office space. Such hangar shall be large enough to accommodate the largest Aircraft for which Aircraft

maintenance services are being provided, but no less than a minimum of 10,000 square feet.

- 1.4. An Aircraft Maintenance Operator shall have a minimum 15,000 square foot paved Ramp sufficient to store and maneuver Aircraft, including paved parking for Aircraft not in service and/or waiting for service.
2. **AIRCRAFT PAINTING.** All paint, varnish, or lacquer spraying operations; the arrangement, construction, ventilation, and protection of spraying booths; and storage of materials shall be in accordance with all applicable Laws and NFPA Codes.
3. **LICENSES AND CERTIFICATION.** Aircraft Maintenance Operator shall hold the appropriate and applicable FAA repair station certificate, with ratings equal to the work being performed. In the case of a new operation, all applicable repair station certifications must be obtained within six (6) months of operation initiation.
4. **EMPLOYEES.** Aircraft Maintenance Operator shall always have one FAA licensed airframe and powerplant mechanic on duty during its hours of activity and have employees available who can supervise and inspect the work for which the repair station is rated.
5. **EQUIPMENT.** Aircraft Maintenance Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts equivalent to that required for certification by FAA as an approved repair station.
6. **HOURS OF ACTIVITY.** Aircraft Maintenance Operator shall be open, and services shall be available to meet the reasonable demands of the public during normal business hours (8:30 am – 5:00 pm) five (5) days a week and available after hours, on-call, with a response time not to exceed sixty (60) minutes.

## **AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR**

In addition to the General Requirements set forth in Section Three, an Avionics or Instrument Maintenance Operator (“Maintenance Operator”) shall comply with the following minimum standards:

1. **PREMISES**
  - 1.1. Maintenance Operator shall lease (or in the case of a sublease/sublicense, have immediate access to) a minimum of one (1) acre of contiguous total land area.
  - 1.2. Maintenance Operator shall have a building/facility of a minimum size of 1,250 square feet including a customer lounge, public telephone, and restrooms.
  - 1.3. Maintenance Operator shall have a ventilated hangar of properly lighted and heated space to perform work and to provide storage, shop areas, and office space. Such hangar shall be no less than a minimum of 10,000 square feet.
  - 1.4. Maintenance Operator shall have a minimum 15,000 square foot paved Ramp sufficient to store and maneuver Aircraft, including paved parking for Aircraft not in service and/or waiting for service.
2. **LICENSES AND CERTIFICATION.** Maintenance Operator shall hold the appropriate repair station certificates issued by FAA and the FCC for the types of equipment to be serviced and/or installed. In the case of a new operation, all applicable repair station certifications must be obtained within six (6) months of operation initiation.
3. **EMPLOYEES.** Maintenance Operator shall always have one employee on duty during its hours of activity.
4. **EQUIPMENT.** Maintenance Operator shall provide sufficient tools, equipment, supplies, and

access to (availability of) parts equivalent to that required for certification by FAA as an approved repair station.

5. **HOURS OF ACTIVITY.** Maintenance Operator shall be open, and services shall be available to meet the reasonable demands of the public during normal business hours (8:30 am – 5:00 pm) - five (5) days a week and available after hours, on call, with a response time not to exceed sixty (60) minutes.

## **AIRCRAFT RENTAL/FLIGHT TRAINING OPERATOR**

In addition to the General Requirements set forth in Section Three, an Aircraft Rental/Flight Training Operator shall comply with the following minimum standards.

### **1. PREMISES**

- 1.1. Aircraft Rental/Flight Training Operator shall lease (or in the case of a Sublease/Sublicense, have immediate access to) a minimum of one (1) acre of contiguous total land area.
- 1.2. Aircraft Rental/Flight Training Operator shall have a building/facility of a minimum size of 1,000 square feet including a customer lounge, public telephone, and restrooms, and an administrative area that has adequate and dedicated space for employee offices, work areas, and storage.
- 1.3. Aircraft Rental/Flight Training Operator shall have a minimum 7,500 square foot hangar and 11,250 square feet of paved Ramp sufficient to park, store, and maneuver the Aircraft available for rental or flight training.

2. **LICENSES AND CERTIFICATION.** Aircraft Rental/Flight Training Operator shall meet and maintain all the appropriate requirements, licenses, and certifications required by federal regulation (14 CFR Parts 61, 141 and/or 142) and by the Michigan Aeronautics Commission. Employees shall be properly certified by the FAA and hold the appropriate and current ratings and medical certification in the Aircraft being flown.

3. **EMPLOYEES.** Aircraft Rental/Flight Training Operator shall employ a minimum of one (1) currently FAA Certificated pilot, with appropriate instructor ratings and current FAA medical certificate, if applicable; who must be on duty during the appropriate business hours. In addition, flight instructors shall be able to provide competency flight checks for all Aircraft available for rental.

4. **EQUIPMENT.** Aircraft Rental/Flight Training Operator shall own or exclusively lease a minimum of one (1) fixed wing or one (1) rotary wing Aircraft; such Aircraft shall be stored and maintained in a manner to ensure the Aircraft remains airworthy. Adequate training aids that may include mock-ups, videos, pictures, or other aids necessary to provide proper ground school instruction.

5. **HOURS OF ACTIVITY.** Aircraft Rental/Flight Training Operator shall be open, and services shall be available to meet the reasonable demands of the public for this Activity at a minimum of eight (8) hours a day, five (5) days a week.

6. **INSURANCE.** Aircraft Rental/Flight Training Operator shall post a notice of and incorporate within its rental and instruction agreements the following information: (1) the coverage and limits provided to the renter or student by such Operator and (2) a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Such notice and rental and instruction agreement shall be provided to the Airport Manager.

## **AIRCRAFT SALES OPERATOR**

In addition to the General Requirements set forth in Section Three, an Aircraft Sales Operator shall comply with the following minimum standards:

1. **SCOPE OF ACTIVITY**

- 1.1. An Aircraft Sales Operator may engage in new Aircraft sales or used Aircraft sales.
- 1.2. New Aircraft sales shall be accomplished through franchises, licensed dealerships (as required by law), or distributorships (either retail or wholesale basis) and shall provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.
- 1.3. Used Aircraft sales shall be accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

2. **PREMISES**

- 2.1. Aircraft Sales Operator shall have a building/facility that includes a customer lounge, public telephone, restrooms, and an administrative area that has adequate and dedicated space for employee offices, work areas, and storage.
- 2.2. Aircraft Sales Operator shall have a paved Ramp or hangar space sufficient to accommodate at least two (2) of the Aircraft authorized for sale. If the Aircraft Sales Operator leases hangar space for the storage of sale Aircraft, this provision is waived.

3. **LICENSES AND CERTIFICATIONS.** Aircraft Sales Operator shall maintain an Aircraft Dealer License for the sale of Aircraft in the State of Michigan, and all applicable licenses, certifications and ratings. Employees providing flight demonstration in all Aircraft being offered for sale shall be properly certified by the FAA and hold the appropriate and current ratings and medical certification for the Aircraft.

4. **EMPLOYEES.** Aircraft Sales Operator shall employ a minimum of one (1) current, FAA certificated pilot, with appropriate ratings for the Aircraft to be demonstrated.

5. **EQUIPMENT.** Aircraft Sales Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

6. **HOURS OF ACTIVITY.** Aircraft Sales Operator shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:30 am – 5:00 pm) five (5) days a week.

## **AIRCRAFT MANAGEMENT/FRACTIONAL OPERATOR**

In addition to the General Requirements set forth in Section Three, an Aircraft Management/Fractional Operator shall comply with the following minimum standards:

**1. PREMISES**

- 1.1. Aircraft Management/Fractional Operator shall have a building/facility that includes a customer lounge, public telephone, restrooms, and an administrative area that has adequate and dedicated space for employee offices, work areas, and storage.
- 1.2. Aircraft Management/Fractional Operator shall have a minimum 7,500 square foot hangar and 11,250 square foot paved Ramp sufficient to park, store, and maneuver the Aircraft under management contract.
- 1.3. Premise requirements contained in this section may be met directly (via a lease agreement with the County) or indirectly (via an approved sublease/sublicense with another approved Operator at the Airport) Premise requirements contained in this section may be met through the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport, if the Aircraft Owner meets applicable equivalent Minimum Standards, as appropriate, and, as specified in this Section for the storage of their own aircraft.

**2. LICENSES AND CERTIFICATION.** Aircraft Management/Fractional Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this and shall provide copies of all required certifications to the Airport Manager.

**3. EMPLOYEES.** Aircraft Management/Fractional Operator shall always have one person on duty during its hours of activity.

**4. EQUIPMENT.** Aircraft under management may be owned or leased by a single Person or multiple Persons (including fractional ownership provided such ownership structure follows all applicable FAA regulatory requirements). A major shareholder, partner, member, or owner of the Aircraft under management may also utilize the Aircraft.

**5. HOURS OF ACTIVITY.** Aircraft Management/Fractional Operator shall be available to meet the reasonable demands of his customers 7 days a week.

**SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR**

In addition to the General Requirements set forth in Section Three, a Specialized Commercial Aeronautical Operator shall comply with the following minimum standards.

**1. SCOPE OF ACTIVITIES.** Activities of a Specialized Commercial Aeronautical Operator shall include, but are not limited to the following:

- 1.1. Propellers or accessory repair;
- 1.2. Aerial photography and/or survey;
- 1.3. Power line and/or pipeline patrol;
- 1.4. Firefighting;
- 1.5. Aircraft detailing, painting, upholstery;
- 1.6. Air ambulance; and/or
- 1.7. Any other operations specifically excluded from 14 CFR Part 135.

**2. PREMISES.** Specialized Commercial Aeronautical Operator shall have a building/facility that includes a customer area having adequate space for a customer lounge, public telephone, and restrooms and an administrative area for employee offices, work areas, and storage.

**3. EMPLOYEES.** Specialized Commercial Aeronautical Operator shall always have one person on duty during its hours of activity.

4. **EQUIPMENT.** Specialized Commercial Aeronautical Operator shall have (based at the Airport), either owned or exclusively leased, sufficient vehicles, equipment, and, if appropriate, one airworthy Aircraft and sufficient supplies and parts.
5. **HOURS OF ACTIVITY.** Specialized Commercial Aeronautical Operator shall be open, and services shall be available during hours normally maintained by Persons operating competitive businesses at the Airport.

## **CAR RENTAL OPERATOR**

In addition to the General Requirements set forth in Section Three, a Car Rental Operator shall comply with the following minimum standards:

### **1. SCOPE OF ACTIVITY**

- 1.1. Car Rental Operator may engage in the renting and or leasing of motor vehicles to the public conducting business at the Airport, departing from, or arriving at the Airport, including sales of any other related services performed.
- 1.2. Car Rental Operator's primary business is renting vehicles to consumers under rental agreements for periods of 90 days or less.
- 1.3. Car Rental Operator shall maintain an inventory of vehicles in presentable appearance and maintained in safe condition sufficient for the volume of business.

2. **PREMISES.** Car Rental Operator shall be located on the Airport in a building/facility that holds a current Permit with authorization to operate as a FBO or shall be located in a professional building/facility that is located off Airport property.

3. **LICENSES AND CERTIFICATIONS.** Car Rental Operator shall maintain all applicable licenses, certifications, and ratings required by federal, state, and local authorities.

4. **HOURS OF ACTIVITY.** Car Rental Operator shall be available to meet the reasonable demands of the public for this Activity during normal business hours for at least eight (8) hours per day, seven (7) days per week.

### **5. CAR RENTAL CONCESSION FEE AND DEPOSIT.**

- 5.1. Car Rental Operator shall submit to the Airport Manager or their designee a monthly sales report of Airport car rental activities no later than the 15<sup>th</sup> day following the end of the previous month.
- 5.2. Car Rental Operator shall pay the County a car rental concession fee for the privilege of operating at the Airport. The County shall issue a monthly invoice for the Car Rental Concession Fee, covering charges on car rental activity at the Airport for the previous month based on the monthly fixed rate fee or a percentage of gross receipts, whichever is greater, as published in the approved, current Airport Rates & Charges schedule. The Car Rental Operator shall pay such invoice within twenty (20) calendar days of receipt. Car Rental Concession Fee will commence upon the effective date of the approved Permit.
- 5.3. "Gross Receipts" shall mean the aggregate amount of all sales/rentals made and services performed (including time and mileage), but not including sales tax due or paid to the

Michigan Department of Revenue or insurance premiums paid to the Car Rental Operator for insurance coverage.

- 5.4. Car Rental Operator shall maintain a complete accounting record of all sales/rentals and services and such records shall be available for inspection by the County or its authorized agent.
- 5.5. A deposit based on the current established rate published in the Airport Rates and Charges schedule shall be paid by the Car Rental Operator to the County upon approval of a Permit and prior to engaging in such activities at the Airport (“deposit”). The deposit shall be retained by the County as a performance guaranty to be applied toward delinquent or unpaid Car Rental Concession fees.

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## **SECTION SIX – NON-COMMERCIAL OPERATORS**

### **NON-COMMERCIAL HANGAR OPERATOR**

In addition to the General Requirements set forth in Section Three, a Non-Commercial Hangar Operator shall comply with the following minimum standards:

#### **1. SCOPE OF ACTIVITIES**

- 1.1. Non-Commercial Hangar Operator shall only use the premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes, or for an Aircraft whose Owner sub-leases hangar space directly from the Operator for that Aircraft. Operator shall not be permitted to sublease/sublicense (or share) more Aircraft than the number of Operator’s Aircraft based in the hangar or more than 50% of the total hangar Premises to other Persons. If Aircraft is leased, Operator shall provide the Airport Manager with a copy of the Aircraft lease. If hangar space is sub-leased, Operator shall provide the Airport Manager with a copy of the Sub-lease agreement.
- 1.2. A Non-Commercial Hangar Operator shall conduct no commercial activity on the Airport, including but not limited to barter, trade, or exchange of goods or services or participation in any cooperative Aeronautical Activities with other Persons.
- 1.3. A Non-Commercial Hangar Operator and its tenants or their employees may fuel, maintain, repair, clean, and/or otherwise service their Aircraft.

#### **2. PREMISES**

- 2.1. A Non-Commercial Hangar Operator shall lease a minimum of one (1) acre of contiguous total land area. This requirement may be met by subleasing/sublicensing space.
- 2.2. A Non-Commercial Hangar Operator shall have a building/facility that includes adequate space for a lounge, restrooms, and an administrative area for offices, work areas, and storage.
- 2.3. A Non-Commercial Hangar Operator shall have, at a minimum, a 10,000-square foot hangar and a 15,000-square foot paved Ramp sufficient to park, store and maneuver the Aircraft.



## PRIVATE FLYING CLUBS

1. **SCOPE OF ACTIVITIES.** In addition to the General Requirements set forth in Section Three, Private Flying Clubs shall comply with the following Minimum Standards:
  - 1.1. No Private Flying Club member shall receive compensation for services provided to the Private Flying Club or its members, unless such member is authorized/approved by the Private Flying Club. This does not include provision of flight instruction relating to aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member (on an exclusive basis) to other Private Flying Club members.
  - 1.2. No Private Flying Club Member shall use Private Flying Club Aircraft in exchange for compensation/payment. This does not include reimbursement for expenses associated with the use of Private Flying Club Aircraft.
  - 1.3. A Private Flying Club is not considered an Aircraft Rental or Flight Training Operator, so long as the Private Flying Club prohibits membership from the general public.
  - 1.4. Private Flying Clubs may not offer or conduct charter, air taxi, or Aircraft rental operations.
  - 1.5. Private Flying Clubs may not conduct Aircraft flight instruction, except for members.
  - 1.6. Only members of the Private Flying Club may operate the Aircraft (including flight instructors), except for ferrying operations or maintenance flight checks.
  - 1.7. Any qualified mechanic who is a registered member and part owner of the Aircraft which is owned and operated by a Private Flying Club shall not be restricted of the Private Flying Club from doing maintenance work on Aircraft owned by the Private Flying Club.
2. **OWNERSHIP.** The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all its members. The property rights of the members of the Private Flying Club shall be equal; any part of the net earnings of the Private Flying Club to be distributed to the members shall be in equal shares to all members. The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for actual operation, maintenance, replacement, or upgrade of its Aircraft. Private Flying Club Aircraft shall not be used by members for rental or by anyone for charter or lease.
3. **REGISTRATION.** The Private Flying Club shall register with the Airport Manager and upon request, furnish the Airport Manager with a copy of its charter, bylaws, articles of association, partnership or membership agreement(s), and/or other documentation supporting its existence, e.g., a roster or a list of officers and directors (to be revised on an annual basis), number and type of Aircraft, evidence that ownership is vested in the Private Flying Club, and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Airport Manager or an authorized agent.

## NON-COMMERCIAL SELF-SERVICE FUELING OPERATOR

In addition to the General Requirements set forth in Section Three, Non-Commercial Self-Service Fueling. Operators shall comply with the following Minimum Standards:

1. **SCOPE OF ACTIVITIES**
  - 1.1. Non-Commercial Self-Service Fueling Operator may fuel and otherwise service its own Aircraft provided it does so or its employees do so.

- 1.2. Non-Commercial Self-Service Fueling Operator shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and fueled by Operator.
2. **FUEL REPORTING**
  - 2.1. Non-Commercial Self-Service Fueling Operator shall report all fuel delivered to the approved fuel storage facility during each calendar month and submit a summary report along with appropriate fees and charges due on or before the 10th day of the subsequent month.
  - 2.2. Non-Commercial Self-Service Fueling Operator shall during the term of the Aeronautical Activity Permit and for three (3) years thereafter, maintain records identifying the total number of fuel gallons purchased and delivered. Records (and meters) shall be made available to the Airport for review/audit. In the case of a discrepancy, Non-Commercial Self-Service Fueling Operator shall promptly pay, in cash, all additional rates, fees, and charges due, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.
3. **FUEL STORAGE**
  - 3.1. Non-Commercial Self-Service Fueling Operator shall arrange and demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.
  - 3.2. Non-Commercial Self-Service Fueling Operator shall have a fixed fuel storage tank system (in the location approved by the Airport and local Fire Marshal), containing safety fixtures, and filtration systems to ensure quality in accordance with applicable Laws. Underground and above ground storage tanks shall be built, installed, operated, and maintained in accordance with all Laws.
  - 3.3. A fixed fuel storage tank system shall have at least 10,000 gallons of storage for Jet Fuel or 5,000 gallons of storage for Avgas dispensed. The fixed fuel storage tank system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan ("SPCCP"), as applicable. The SPCCP must be submitted to the Airport Manager and updated annually.
  - 3.4. The use of portable or transportable fuel tanks is acceptable at the Airport. The storage of portable or transportable fuel tanks on Airport property is prohibited. All portable or transportable fuel tanks must be removed immediately from Airport property once the Aircraft is fueled.
  - 3.5. Non-Commercial Self-Service Fueling Operator shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste.
  - 3.6. In the interest of safety, security, and environmental protection, the Airport Manager has the right to designate the location of Non-Commercial Self-Service Fueling Operator storage facilities.
4. **FUELING EQUIPMENT**
  - 4.1. A Non-Commercial Self-Service Fueling Operator shall be required to comply with and/or provide the following:
    - 4.1.1. Fuel dispensing equipment shall meet all Laws for each type of fuel dispensed;

- 4.1.2. Adequate bonding wires, which shall be continuously inspected and maintained, on all fueling equipment;
- 4.1.3. Spill kits for fixed fuel storage tank systems and portable or transportable fuel tanks;
- 4.1.4. An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes and other applicable Laws;
- 4.1.5. Proper storage and staging of fuel trucks in accordance with Airport Rules and Regulations, and other applicable Laws.

**5. LIMITATIONS**

- 5.1. Non-Commercial Self-Service Fueling Operators shall not sell and/or dispense (barter, trade, or exchange) fuels to Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) such Operator, or by Aircraft whose Owner sub-leases hangar space directly from the Operator.
- 5.2. At least one properly trained person shall be on duty whenever fueling operations are being conducted. All persons/employees performing fueling operations shall receive training regarding fueling operations, Aircraft to be fueled, and proper procedures to be followed prior to and during fueling operations.

**6. SELF-SERVE FUELING FACILITIES.** The use of commercially available Self-Serve fueling facilities is not considered to be Non-Commercial Self-Service Fueling as defined in this section.

## **APPENDIX ONE**

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### **INSURANCE REQUIREMENTS**

Insurance requirements are provided on the following page and subject to change from time to time.

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS FOR T-HANGARS**

During the Permit, Operator shall provide and maintain, at its own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Permit. The insurance shall be written for not less than any minimum coverage herein specified.

#### **PRIMARY COVERAGES**

**Aviation Liability Occurrence Form** including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; and (f) Broad Form Contractual including coverage for obligations assumed in the Permit; **Recommended.**

\$1,000,000-Each Occurrence Limit

\$1,000,000 - Personal & Advertising Injury

\$2,000,000 - Products & Completed Operations Aggregate Limit

\$10,000,000 - General Aggregate Limit

\$100,000 -Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. D Fully Insured or State approved self-insurer.
2. D Sole Proprietors must submit a signed Sole Proprietor form.
3. D Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption. **If covered by Workers Compensation.**

**Commercial/Personal Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile. Statutory Michigan No-Fault coverage required. **\$1,000,000 Recommended.**

#### **Supplemental Coverages - As Needed**

1. D **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.
2. **Hull coverage:** **Recommended.**

**General Insurance Conditions.** The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions, and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Operator;
4. Operators shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form;
6. Operator shall require its contractors or sub-contractors, not protected under the Operator's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in the Permit;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Permit and must bear evidence of all required terms, conditions, and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

**Note: The above additional coverage limits are the County's recommendation only and each operator should make their own determination on adequacy of limits and risk.**

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**FOR COMMERCIAL MECHANICS, GENERAL AVIATION, STORAGE, ETC.**

During this Permit, the Operator shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Permit. The insurance shall be written for not less than any minimum coverage herein specified.

**Primary Coverages**

**Commercial general or aviation liability occurrence form** including: (a) premises and operations; (b) products and completed operations (including on and off premises coverage); (c) personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; and (f) Broad Form Contractual including coverage for obligations assumed in the Permit;

\$1,000,000 - Each Occurrence Limit

\$1,000,000-Personal & Advertising Injury

\$2,000,000 - Products & Completed Operations Aggregate Limit

\$2,000,000 - General Aggregate Limit

\$100,000 - Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. D Fully Insured or State approved self-insurer.
2. D Sole Proprietors must submit a signed Sole Proprietor form.
3. D Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Permit.

**Commercial Umbrella/Excess Liability Insurance** with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader.

**Supplemental Coverages -As Needed**

1. D **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate when cleanup & debris removal are part of the services utilized. This coverage is required when personal consumption fuel tanks are present on property.

2. **D Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

**General Insurance Conditions.** The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Operator;
4. Operators shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form;
6. Operator shall require its contractors or sub-contractors, not protected under the Operator's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in the Permit;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Permit and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

**Note: The above additional coverage limits are the County's recommendation only and each Operator should make their own determination on adequacy of limits and risk.**



## **APPENDIX TWO**

### **APPLICATION/PROPOSAL REQUIREMENTS**

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An application submitted to the Airport Manager shall include the following (as applicable):

1. The proposed nature of the Aeronautical Activity/business;
2. Name of all equity owners (directly or indirectly), e.g. members, partners, etc..., of the entity applying for a Permit and the name of all individuals possessing the authority to bind the entity applying for a Permit, including a short resume for such individuals and any agreements between and among of the equity owners and/or individuals possessing authority to bind the entity.;
3. Short resume of the manager of the Aeronautical Activity/business (if different from above) including this person's experience and background in managing a similar Activity;
4. List of four references (including name, title, company, telephone number, email and address);
5. Intended scope of operation and/or development. Include list of services to be offered. Business plan for proposed Aeronautical Activity including any market analysis;
6. Number and type of Aircraft that will be provided, if applicable;
7. Equipment necessary and special tooling to be provided, if any;
8. Number of persons to be employed (specify full and part time);
9. Periods (days and hours) of proposed hours of activity;
10. Amount of space/land that will be leased (including preferred location);
11. Construction cost estimate;
12. Construction schedule;
13. List of any prospective sub-tenants and uses;
14. Evidence of financial responsibility to perform and the Aeronautical Activity and its operation, including audited financial statements prepared or certified by a Certified Public Accountant;
15. A current credit report (from a major credit reporting agency) for each Person owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application;
16. Preliminary plans, specifications, and dates (including construction schedule and a site plan in accordance with the ALP and land use requirements) for any improvements, which the Person intends to make on the Airport as part of the activity for which approval is sought. All Persons must comply with appropriate review procedures of the Airport;
17. Proof that the Person has or the capability of having the minimum insurance coverages, as specified in Appendix One, by attaching proof of insurance in the form of an "Accord" form, copy of policy binder or other suitable proof of such capability such as an insurance letter of intent;
18. Statement of past work experience in conducting proposed operation and construction;
19. Evidence of projections for the first year and the succeeding four years;
20. Marketing plan to include methods to be used to attract new business (advertising and incentives);
21. Plans for physical expansion, if business should warrant such expansion;
22. A listing of assets owned, being purchased or leased which will be used in the Aeronautical Activity/business on the Airport;
23. A written authorization for use by the Airport to the FAA or other applicable entity for any aviation or aeronautics commissions, administrators, departments of all states in which the Person has engaged in aviation business to release information in their files relating to the Person or their operation. Persons will execute all such forms, releases, or discharges as may be required by those agencies; and
24. Such other information as the Airport Manager may require.

## **APPENDIX THREE**

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### **AERONAUTICAL ACTIVITY PERMIT**

A sample permit is provided on the following page and is subject to change from time to time.

## AERONAUTICAL ACTIVITY PERMIT ("Permit")

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The County of Oakland ("Airport") grants to:

\_\_\_\_\_  
(Operator)

\_\_\_\_\_  
(Address)

the right to use Airport property and the right to conduct the Aeronautical Activities specifically set forth on Exhibit A. Exhibit A is incorporated into this Permit. As a condition of being granted this Permit, Operator agrees to the following terms and conditions:

- (1) **Term.** The term of this Permit shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.
- (2) **Delivery of Services and Compliance with Laws.** Operator shall render its Aeronautical Activities in a professional manner consistent with sound business practices and comply with all applicable Laws. "Laws" mean any federal, state, and local laws, as well as all other applicable rules, regulations, ordinances, and codes; any grant assurances or requirements; the Airport Rules and Regulations, and the Airport Minimum Standards now in effect or hereinafter amended or enacted.
- (2) **Airport Manager Directives.** Operator shall comply with any directives issued by the Airport governing or pertaining to the Aeronautical Activities authorized by this Permit and/or the use of Airport property.
- (3) **Fees and Charges.** Operator shall pay the fees and charges set forth by the Airport for the Aeronautical Activities authorized by the Permit and/or for the use of the Airport property.
- (4) **Insurance.** Operator shall obtain and maintain insurance according to the specifications set forth in Appendix One to the Airport Minimum Standards.
- (5) **Taxes.** Operator shall pay, when due and at its sole cost and expense, all taxes (real or personal), fees, and other charges that may be levied, assessed, or charged to Operator or that are associated with Operator's Premises (land and/or improvements) or Operator's Activities.
- (6) **Operator No Agent of County/Airport.** Operator, including its employees, agents, invitees, volunteers, subcontractors, and any other persons on the Airport because of Operator's use shall not be deemed and shall not, in any manner, hold themselves out to be agents, employees, or volunteers of the Airport.
- (7) **Damage to Airport/County Property.** Operator shall be responsible for any damage to the Airport facility/property/equipment that is caused by Operator, Operator employees, agents, invitees, volunteers, subcontractors, and vendors, or any other persons on or at the Airport, because of Operator's Aeronautical Activity. If more than one Operator is responsible, they shall be jointly and severally liable for such damage. If damage occurs, the Airport shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs and/or replacements. Operator shall reimburse the Airport the costs for repairing and/or replacing the damaged facilities/property/equipment. The Airport shall invoice

Operator for such costs and Operator shall pay such costs within thirty (30) days of receiving the bill.

- (8) **Operator Personal Property.** Operator shall be solely and entirely liable and responsible for any loss or damage resulting from fire, theft or other means to its personal property located, kept, or stored on or at the Airport.
- (9) **Definition of Claim.** “Claim” means and/or includes any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the Airport or for which the Airport may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, expenditure of or request for reimbursement of reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- (10) **Liability for Claims.** Operator shall be solely and entirely liable and responsible for any Claims, as defined herein, occurring at or on the Airport, which arise out of the acts or omissions of Operators or its employees, agents, invitees, volunteers or subcontractors.
- (11) **Indemnification.** Operator shall indemnify, hold harmless, and defend (at the Airports election) the County of Oakland and its boards, commissions, elected or appointed officials, and employees from any and all Claims, as defined herein, that are incurred by or asserted against the County of Oakland and its boards, commissions, elected or appointed officials, and employees by any person or entity which are alleged to have been caused by or found to arise out of from the acts, performances, errors, or omissions of Operator or its employees, agents volunteers, subcontractors, invitees, or any other persons at or on the Airport because of Operator’s Permit.
- (12) **Reservation of Rights.** In no event shall the Airport be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Permit. This Permit does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the Airport.
- (13) **Attorney Fees.** The Airport shall be entitled to reasonable costs and attorney fees from Operator to enforce any provision of this Permit or the Minimum Standards.
- (14) **Survival.** Sections 9 through 13 and the duties and obligations contained herein shall survive the expiration or termination of this Permit.
- (15) **No Interest in Airport Property.** Operator, by virtue of this Permit, shall have not have any title to or interest in the Airport or any portion thereof. Operator has not, does not, and will not claim any such title, interest, or any easement over the Airport. This Permit and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds. The Airport shall consider any such recording to be a slander of title.
- (16) **Successors and Assigns.** This Permit shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding the foregoing, Operator shall not assign any portion of this Permit without the prior written consent of the Airport Manager.
- (17) **Termination.** This Permit may be terminated by mutual written agreement of the Parties or as set forth in the Minimum Standards.
- (18) **Waiver.** Waiver of any term or condition under this Permit must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Permit or the Minimum Standards. No waiver by either Party shall

subsequently affect its right to require strict performance of this Permit or the Minimum Standards.

- (19) **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- (20) **Amendments.** This Permit cannot be modified unless reduced to writing and signed by both Parties.
- (21) **Severability.** If a court of competent jurisdiction finds a term or condition of this Permit to be illegal or invalid, then the term or condition shall be deemed severed from this Permit. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Operator's promise to indemnify, defend, and hold the Airport harmless is found illegal or invalid, Operator shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County of Oakland and/or the Airport.
- (22) **Governing Law.** This Permit shall be governed, interpreted, and enforced by the laws of the State of Michigan.
- (23) **Counterparts.** This Permit may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
- (24) **Entire Permit.** This Permit and the Minimum Standards set forth all covenants, promises, agreements, conditions and understandings between the Parties concerning the use of the Airport and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than are herein set forth.
- (25) **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to the duties and responsibilities contained herein.

**OPERATOR**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**OAKLAND COUNTY AIRPORTS**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**EXHIBIT A  
TO THE  
AERONAUTICAL ACTIVITY PERMIT**

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Operator is granted the right to use Airport property and conduct the following:

**Commercial Aeronautical Activities**

- ☐ Fixed Base Operator
- ☐ Specialized Aviation Service Operator
- ☐ Aircraft Self-Serve Fueling Operator
- ☐ Aircraft Charter Operator
- ☐ Commercial Hangar Operator
- ☐ Aircraft Maintenance Operator
- ☐ Avionics or Instrument Maintenance Operator
- ☐ Aircraft Rental/Flight Training Operator
- ☐ Aircraft Sales Operator
- ☐ Aircraft Management/Fractional Operator
- ☐ Specialized Commercial Aeronautical Operator
- ☐ Car Rental Operator
- ☐ Other: \_\_\_\_\_

**Non-Commercial Aeronautical Activities**

- ☐ Non-Commercial Hangar Operator
- ☐ Private Flying Club
- ☐ Non- Commercial Self-Service Fueling Operator
- ☐ Other: \_\_\_\_\_

Operator is granted the right to use Airport property to conduct the above Activity or Activities at the following Airports:

- ☐ Oakland County International
- ☐ Oakland/Troy
- ☐ Oakland/Southwest

Location on Airport: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

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

Airport Approval by: \_\_\_\_\_