

MINIMUM STANDARDS AND REQUIREMENTS

FOR

AIRPORT AERONAUTICAL SERVICES

MIDDLETON MUNICIPAL AIRPORT
MOREY FIELD

As adopted by the Middleton Common Council on 12/16/03

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DEFINITIONS

Aeronautical Services: Any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Agricultural Lands: Airport-owned property that is not presently needed for aeronautical use and is available for agrarian purposes.

Airport: Middleton Municipal Airport—Morey Field

FAA: Federal Aviation Administration.

Lease: The right to conduct commercial, aeronautical or agricultural activities on the airport as defined within the parameters of the established minimum standards.

Owner: The City of Middleton, Wisconsin

Operator: Any person or persons, firm, partnership, corporation, association or group using the airport as a necessary or primary element of their business, or operating a business that provides any one or a combination of aeronautical services to or for aviation users at the Airport

Minimum Standards: The qualifications which are established herein by the airport Owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

PREAMBLE

The City Council of the City of Middleton

Being the Owner and in a position of responsibility for the administration of the Middleton Municipal Airport—Morey Field, and upon recommendation of the Airport Commission,

In order to insure adequate aeronautical services and facilities to the users of the Airport, and

To encourage the development of the Airport and its activity, and

To foster the economic health and orderly development of commercial aeronautical operators at the Airport,

Herewith Provide:

1. The minimum standards for a person or persons, firm or corporation based upon or using the airport as a primary or necessary element in their business, or providing one or more aeronautical services at the Airport.
2. Requirements for all Flying Clubs based at the Airport.
3. Minimum standards for all non-commercial aviation fuel users.
4. Provisions for sub-lease arrangements to meet minimum standards.
5. Penalties for violation of the minimum standards herein provided.

MINIMUM STANDARDS FOR ALL OPERATORS

The following standards shall apply to all Operators, with the exception of flying clubs whose complete list of standards are presented in the section which pertains solely to that type of operation.

1. Terms and duration of Leases shall be mutually agreed upon between the parties commensurate with the Operator's financial investment in his facility. If the duration of the lease is to exceed five years in length, provisions shall be made to periodically review the terms and rents of the lease relative to economic conditions and changes in the airport environment.
2. Operator shall have the experience necessary to conduct any aeronautical service he wishes to provide to the public and shall submit a statement of qualifications to the Owner upon request. This requirement can be met if the Operator has in a supervisory position, a person of such experience. Should an Operator not have such experience, but can demonstrate to the Owner's satisfaction that he has had equivalent related experience or training, such may be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he wishes to provide, compliance with the relevant minimum standard as presented in this document, ratings and licenses his organization will have, and general scope of the operation.
3. Any Operator seeking to conduct aeronautical services at the airport must provide the Owner a letter of financial integrity, to the Owner's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The Operator must also demonstrate that he has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.
4. All Operators shall demonstrate to the Owner's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. The following shall be established as minimum coverage:

a.	Aircraft Liability	
	Bodily Injury and Property Damage	
	Bodily Injury- each person	\$ 100,000
	Combined Single Limit	\$1,000,000 each accident
b.	Property Damage	
	Bodily Injury and Property Damage	
	Combined Single Limit	\$1,000,000 each accident
c.	Hangar Keepers Liability	\$1,000,000 each accident

- d. Products Liability \$1,000,000 each accident
- e. Student and Renters Liability \$1,000,000 each accident
- f. Documentation of Financial Responsibility Compliance (limits as required by the Environmental Protection Agency)

In addition, the Owner requires the Operator to name the Owner, its employees, the members of the airport commission, boards and committees of the Owner as an additional insured and stipulates that the Operator will hold harmless the Owner in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the airport Owner.

5. Each lease for ground space and contract for business at the airport entered into by the Owner shall include each of the following provisions as are required by State and Federal governments:
 - a. Fair and Nondiscriminatory Provisions
 - b. Affirmative Action Assurances
 - c. Civil Rights Assurances
 - d. Nonexclusive Rights Provision
 - e. Other mandated provision
 - f. The most current amendment or form of such mandatory lease provisions shall be obtained from the State or Federal governments and shall be included in each lease at the times of execution.
6. All Operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences of the take-off, flying and landing of aircraft.
7. Any construction required of any Operator shall be in accordance with design and construction requirements of the Owner, State and Federal regulations and applicable codes. All plans and specifications shall be submitted to the Owner for approval.
8. The Operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all activities and operations.
9. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.
10. These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate to the existing minimum standards.
11. All present Operators conducting operation on the Airport prior to the installation of this

minimum standards may be allowed to continue operations without fully complying with them, provided the Owner determines that the continued operation is in the best interest of activity at the Airport and that the operation is not in violation of any airport assurance compliance regulations. If the current Operators lease agreement requires compliance with minimum standards as revised from time to time, these revised standards and future revisions shall be applied upon approval of the modified standards or at the termination of the Operator's present lease, or any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Owner.

AIRCRAFT SALES

STATEMENT OF CONCEPT

An aircraft sales Operator engages in the sale of new or used aircraft either independently or through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner an area of not less than 6000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage. Provisions shall be made for parking of at least two (2) automobiles outside of the aircraft parking area and within the leased area.
- (2) The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement (a copy of which shall be on file with the Airport Commission) with a repair shop operator at the Airport or within fifty (50) miles. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator who is engaged in the business of selling new aircraft shall have available or on call at least one single engine demonstrator.
- (3) The Operator performing services under this category shall carry the following types of insurance in the minimum limits specified and a certificate shall be submitted to the airport commission and shall be kept current at all times:
 - (a) Aircraft Liability:
 - Bodily Injury
 - \$ 100,000 each person
 - \$1,000,000 each accident
 - Passenger Liability
 - \$ 100,000 each person
 - \$1,000,000 each accident
 - Property Damage
 - \$1,000,000 each accident
 - (b) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - Bodily Injury
 - \$ 100,000 each person
 - \$1,000,000 each accident
 - Property Damage
 - \$1,000,000 each accident

(c) Hangar Keeper's Liability. \$ 300,000

(d) Products Liability. \$1,000,000

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- (4) The Operator shall have his premises open and services available eight (8) hours daily, five (5) days a week. The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.
- (5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. The Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the Operator, and provide check ride pilots for aircraft sold.

AIRCRAFT AIRFRAME, ENGINE AND ACCESSORY MAINTENANCE AND REPAIR

STATEMENT OF CONCEPT

An aircraft airframe, engine and accessory maintenance and repair Operator is a person or persons, firm or corporation, providing one or a combination of airframe, engine and accessory and repair services on aircraft, with at least one person holding a current certificate issued by the FAA with appropriate ratings to perform the services offered. This category shall also include the non-exclusive right to sell aircraft parts and accessories.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for airframe and power plant repair services including a segregated painting area (if this service will be provided), all meeting local and state industrial code requirements, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.

The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.

- (2) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (3) The following types of insurance are required:
 - (a) Aircraft Liability:

Bodily Injury	
	\$ 100,000 each person
	\$1,000,000 each accident
Property Damage	
	\$1,000,000 each accident

- (b) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - Bodily Injury
 - \$ 100,000 each person
 - \$1,000,000 each accident
 - Property Damage
 - \$1,000,000 each accident
- (c) Hangar Keeper's Liability. \$ 300,000 each accident
- (d) Products Liability. \$1,000,000 each accident
- (4) The Operator shall have his premises attended and open to provide services eight (8) hours daily, five (5) days a week
- (5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT LEASE AND RENTAL

STATEMENT OF CONCEPT

An aircraft lease or rental Operator is a person or persons, firm or corporation engaged in the rental or lease of aircraft to the public.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.

The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.

- (2) The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped and certified for flight under instrument weather conditions.
- (3) The following types of insurance are required:

- (a) Aircraft Liability:
- Bodily Injury
 - \$ 100,000 each person
 - \$1,000,000 each accident
 - Passenger Liability
 - \$ 100,000 each person
 - \$1,000,000 each accident
 - Property Damage
 - \$1,000,000 each accident
- (b) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
- Bodily Injury
 - \$ 100,000 each person
 - \$1,000,000 each accident

Property Damage
\$1,000,000 each accident

(c) Students and Renters' Liability.
\$ 100,000 each accident

- (4) The Operator shall have his premises attended and open to provide services eight (8) hours daily seven (7) days a week.
- (5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

FLIGHT TRAINING

STATEMENT OF CONCEPT

A flight training Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary in preparation for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.

The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.

- (2) The Operator shall have available for use in flight training, either owned or under written lease to Operator, not less than two (2) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.

- (3) The following types of insurance are required:

(a) Aircraft Liability: Bodily Injury
 \$ 100,000 each person
 \$1,000,000 each accident

Passenger Liability
 \$ 100,000 each person
 \$1,000,000 each accident

Property Damage
 \$1,000,000 each accident

- b) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.

- Bodily Injury

- \$ 100,000 each person
 - \$1,000,000 each accident

- Property Damage

- \$1,000,000 each accident

- c) Students and Renters' Liability

- \$ 100,000 each accident

- (4) The Operator shall have his premises attended and open to provide services eight (8) hours daily, seven (7) days a week.
- (5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

AIRCRAFT FUELS AND OIL SERVICE

STATEMENT OF CONCEPT

Fuel and oil services include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area. The operator shall provide a minimum of two (2) additional non-specialized aeronautical services as listed below.

MINIMUM STANDARDS

- (1) The Operator shall lease the facility from the Owner, if available, or shall lease from the Owner an area of not less than one acre of ground space in an area designated by the owner for fuel storage, on which shall be installed a minimum 10,000 gallon above ground or underground fuel storage tank as approved by the airport commission, for each type of aviation fuel to be provided and 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall lease from the owner, if available, or provide the required pumping equipment, either mobile or fixed, to meet all applicable safety requirements relative to fuel dispensing as required by Federal, State and local regulations, and shall provide reliable metering devices which conform to Federal, State and local regulations.
- (3) The Operator shall provide such minor repair service that does not require a mechanic holding a current FAA certificate and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.
- (4) The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters, oxygen supplies, fire extinguishers, and passenger loading steps as appropriate and necessary for the servicing of the aircraft regularly using the Airport. All equipment shall be maintained and operated in accordance with local and State industrial codes.
- (5) The Operator shall meet the minimum standards for and provide a minimum of two (2) of the following services in addition to fuel and oil sales and service:
 - (a) AIRCRAFT AIRFRAME, ENGINE AND ACCESSORY MAINTENANCE AND REPAIR
 - (b) FLIGHT TRAINING
 - (c) AIRCRAFT LEASE OR RENTAL
 - (d) AIRCRAFT CHARTER AND AIR TAXI

- (6) The following types of insurance are required:
- (a) Aircraft Liability
 - Bodily Injury and Property Damage
 - Bodily Injury- each person \$ 100,000
 - Combined Single Limit \$1,000,000 each accident
 - (b) Comprehensive Public Liability and Comprehensive Property Damage, Including Vehicular Property Damage
 - Bodily Injury and Property Damage
 - Combined Single Limit \$1,000,000 each accident
 - (c) Hangar Keeper's Liability. \$ 300,000 each accident
 - (d) Products Liability. \$1,000,000 each accident
 - (e) Fuel Tank Financial Responsibility. \$1,000,000 each accident
- (7) The Operator shall have his premises attended and open to provide services for eight (8) hours per day, seven (7) days a week and provide on-call aircraft servicing during all other hours.
- (8) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner for all services offered. The office of the operator must be attended at all times during business operating hours.
- (9) The Operator shall maintain an accurate record of all deliveries of aviation fuel and oil and such records shall be subject to examination and audit by the Owner or its representatives.
- (10) The Operator shall pay to the Owner a fuel flowage fee as determined by the owner for every gallon of fuel sold or consumed by the Operator. The gallons will be determined from the Operator's invoices and the Operator's usage records and will be payable on or before the 10th day of the following calendar month.

RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION

STATEMENT OF CONCEPT

A radio, instrument, or propeller repair station Operator is a person or persons, firm or corporation, engaged in the business of and providing a shop for the repair of aircraft radios, propellers, and instruments, for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, and instruments, but such is not an exclusive right. The Operator shall hold the appropriate repair shop certificates issued by FAA.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space to hangar a minimum of two (2) aircraft, provide for a shop, house all equipment, and at least 500 square feet of floor space for office, customer lounge and restrooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide for at least five (2) automobile parking spaces within the leased space but outside the aircraft-parking ramp.

The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.

- (2) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (3) The following types of insurance are required:
 - (a) Aircraft Liability:

Bodily Injury	
	\$ 100,000 each person
	\$1,000,000 each accident
Property Damage	
	\$1,000,000 each accident
 - (b) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.

Bodily Injury	
	\$ 100,000 each person
	\$1,000,000 each accident

Property Damage
\$1,000,000 each accident

- (c) Hangar Keeper's Liability. \$ 300,000 each accident
- (d) Products Liability. \$1,000,000 each accident
- (4) The Operator shall have his premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT CHARTER AND AIR TAXI

STATEMENT OF CONCEPT

An aircraft charter and an air taxi Operator is a person or persons, firm, or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.

The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.

- (2) The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be a multi engine aircraft which meet the requirements of the air taxi or air charter certificate held by the Operator, including instrument operations.

- (3) The following types of insurance are required:

(a) Aircraft Liability: Bodily Injury
\$ 100,000 each person
\$1,000,000 each accident

Passenger Liability
\$ 100,000 each person
\$1,000,000 each accident

Property Damage
\$1,000,000 each accident

- (b) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - Bodily Injury
 - \$ 100,000 each person
 - \$1,000,000 each accident
 - Property Damage
 - \$1,000,000 each accident

- (c) Students and Renters' Liability.
 - \$ 100,000 each accident

(4) The Operator shall have his premises attended and open to provide services eight (8) hours daily five (5) days a week. The Operator shall provide on call service during hours other than scheduled open hours.

(5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA issued commercial pilot certificate with appropriate ratings to permit the flight activity offered by the Operator.

AIRCRAFT STORAGE-HANGAR KEEPER

STATEMENT OF CONCEPT

A Hangar Keeper is a person or persons, firm or corporation engaged in the rental of hangar space, single or multiple hangar, or multiple T-hangars.

MINIMUM STANDARDS

- (1) The Operator shall lease an amount of land from the Owner appropriate to the size of hangar to be constructed in an area which has been designated by the Owner for hangar construction..
- (2) The Operator shall have a Hangar Keepers agreement with the Owner.
- (3) The Operator shall pay a percentage of gross receipts, as specified in the agreement, to the airport owner for the right and privilege to conduct a Hangar Keepers business on the airport.
- (4) The Operator shall have airport owner approved lease agreements with all tenants and shall provide a current list of tenants to the airport manager.
- (5) The following types of insurance are required:
 - (a) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.

Bodily Injury
\$ 100,000 each person
\$1,000,000 each accident
Property Damage
\$1,000,000 each accident
 - (b) Hangar Keeper's Liability.

\$ 300,000

- (6) The hangar space Operator shall have his facilities available for the tenant's aircraft removal and storage twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.
- (7) The Operator, when a part of the services offered, shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.

SPECIALIZED COMMERCIAL FLYING SERVICES

STATEMENT OF CONCEPT

A specialized commercial flying services Operator whose base of operation is the Airport is a person or persons, firm or corporation engaged in air craft services for hire for the purposes of providing, but not limited to, the activities listed below:

- a. Nonstop sightseeing flights that begin and end at the Airport
- b. Crop dusting, seeding, spraying, and bird chasing
- c. Banner towing and aerial advertising
- d. Aerial photography or survey
- e. Power-line or pipe line patrol
- f. Freight carrier-loading/unloading or delivery of cargo, packages or mail
- g. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The Operator shall have a written agreement with the Owner to conduct business from the Airport and shall pay a landing fee to the Owner, in addition to land rentals, for the right and privilege to use the Airport in the conduct of its' business.
- (2) All Operators shall demonstrate that they have the availability of aircraft suitably equipped and approved for the particular type of operation they intend to perform.
- (3) The Operator shall lease land from the Owner an area of the airport sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas and type of facility required in each instance shall be determined by and subject to the approval of the Owner.
- (4) In the case of crop dusting, aerial application or other commercial use of chemicals, the Operator shall provide suitable facilities which include a centrally drained paved area of 2500 square feet minimum within his leased area for safe loading, unloading, storage, washing of aircraft and to facilitate its removal from the airport property. The operator shall provide tank trucks for handling of chemicals and liquid mixing materials and shall provide adequate ground equipment for the safe loading and handling of dusting materials.
- (5) The Owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators.
- (6) The Operator shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards

herein set forth in an efficient manner.

- (7) The Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize Operator's services.

MULTIPLE SERVICES

STATEMENT OF CONCEPT

A multiple services Operator is a person or persons, firm or corporation engaged in any two (2) or more of the aeronautical non-specialized services in addition to any specialized service provided for which minimum standards have been herein provided.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner existing facilities, if available, or an area no less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet for aircraft storage, shop and equipment, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. If flight training is to be offered, the Operator shall provide classroom and briefing room facilities within the office space. If existing facilities are leased from the owner, such facilities shall be deemed to meet the minimum requirement herein set forth.

The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.

The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.

- (2) The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed; multiple uses can be made of all aircraft with the exception of aircraft used for crop dusting, aerial application, or other commercial use of chemicals.
- (3) The Operator shall provide the facilities, equipment and services required to meet the minimum standards as herein provided for each aeronautical service the Operator is performing. Cross utilization of facilities, personnel, and equipment can be made providing it does not result in a reduction of service covered within the Operators agreement.
- (4) The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of the aeronautical services being performed by Operator.
- (5) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.

- (6) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements for each aeronautical service the Operator is performing as herein provided. Multiple responsibilities and cross utilization of personnel may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator
- (7) The Operator, except if he is performing multiple combinations of services for which aircraft are not required, shall have available and based at the Airport either owned by Operator or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards and requirements for each service to be provided.

FLYING CLUBS

STATEMENT OF CONCEPT

Each club must be a non-profit Wisconsin corporation or partnership. Each member must be a *bona fide* owner of the aircraft or a stockholder in the corporation owning the aircraft. If the club is a corporation, the value of each stock must be equal, and the combined value of the stock cannot exceed the value of the aircraft owned by the corporation.

MINIMUM STANDARDS

- (1) The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The Club will keep current a complete list of the Club's officers and will make such available to the Owner upon request.
- (2) The Club's aircraft will not be used by other than *bona fide* members and by no one for hire, charter, or air taxi. Student instructions may be given in the Club aircraft by one Club member to another Club member, providing no compensation takes place. Student instruction can be given in the club aircraft by an Operator on the airport that meets the minimum standards and has a current agreement with the Owner to provide flight instruction.
- (3) In the event the Club fails to comply with these conditions, the Owner will notify the Club in writing of such violations. The Club shall have fourteen (14) days to correct such violations. If the Club fails to correct the violations, the Owner may demand the Club's removal from the Airport or may take other appropriate legal action deemed advisable by the attorney of the Owner.
- (4) The flying Club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators:
 - a. Aircraft Liability

Bodily Injury and Property Damage	
Bodily Injury- each person	\$ 100,000
Combined Single Limit	\$1,000,000 each accident
 - b. Comprehensive Public Liability and Comprehensive Property Damage, Including Vehicular Property Damage

Bodily Injury and Property Damage	
Combined Single Limit	\$1,000,000 each accident
- (5) Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a mechanic holding a current FAA certificate, unless the mechanic holds

an FAA certificate and does not receive remuneration in any manner for such service including, but not limited to, free or reduced rate flight time in club aircraft.

NON-COMMERCIAL AVIATION FUEL USAGE

STATEMENT OF CONCEPT

A non-commercial aviation fuel user maintains fuel storage and transfer only for his own aircraft or aircraft leased for his exclusive use.

MINIMUM STANDARDS

- (1) No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons holding a written agreement with the Owner.
- (2) At no time shall Lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.
- (3) All persons performing self fueling of their own aircraft shall agree not to fuel aircraft within a building or hangar and shall fuel only in an area designated for such purpose by the airport Owner.
- (4) Lessee shall install and maintain all fuel storage facilities within the Fuel farm in accordance with plans and specifications approved in writing by the Owner.
- (5) Lessee shall comply with all local, state and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment and dispensing trucks.
- (6) Dispensing trucks, bulk fuel trucks, emergency vehicles and other vehicles approved by the Owner shall meet all local, state, and federal code and shall be the only vehicles permitted within the Fuel Farm Area.
- (7) All fuel storage shall be in tanks approved by the Owner, and equipped with necessary equipment such as valves, meters and vents that meet all local, state, and federal codes.
- (8) Each prospective fuel Lessee shall submit to the Owner a written proposal which sets forth the extent of operations, to include: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility; and any cost that may be expected by the Owner.
- (9) The Lessee shall have the following insurance in the amounts required by all Operators:
 - (a) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - (b) Fuel Tank Financial Responsibility.

- (10) The Lessee shall pay to the Owner a fuel flowage fee on the amount of fuel received into storage at the current rate established for commercial fuel Operators on the Airport. The Lessee shall submit to the Owner the amount of gallons received each month on or before the 10th day of the following calendar month. The Lessee shall also maintain copies or original receipts from the wholesale fuel vendor as evidence of amount of gallons dispensed per month.
- (11) The minimum storage tank allowed shall be determined by the owner at the time of application and shall be of sufficient size to minimize the number of fueling transfer operations to the greatest extent possible.

OPERATORS SUBLEASING FROM ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT

- (1) Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the Owner for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee Operator.
- (2) The sub-lessee Operator shall meet all of the minimum standards and pay all fees established by the Owner for the categories of services to be furnished by the Operator. The minimum standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards
- (3) The sublease agreement shall specifically identify the portion of facilities to be used by sub-lessee and the financial agreement entered into for the sub-lessees use of such facilities

ENFORCEMENT

The Airport Commission or its designee shall have the authority to request enforcement through the City of Middleton Police Department for any violations of the terms and condition herein set forth.

The Airport Commission reserves the right to waive, modify or eliminate any or all Minimum Standards temporarily or permanently consistent with Wisconsin Bureau of Aeronautics and Federal Aviation Administration guidelines at its sole discretion if it deems it to be in the best interest of the airport.

PENALTIES

Any person or persons, party, firm or corporation who shall violate any of the provisions of this Ordinance shall, upon conviction thereof, be punished by a fine of not less than Ten (\$10.00) Dollars, nor more than One Thousand (\$1000.00) Dollars, together with the costs of prosecution, and in default of payment of forfeiture and costs of prosecution shall be imprisoned until such forfeiture and costs are paid, but not exceeding thirty (30) days.

Each day's failure to comply with any of the provisions of this Ordinance shall constitute a separate violation.