

# MONROE COUNTY MUNICIPAL AIRPORT

## RULES AND REGULATIONS

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## **SECTION I.**

### **GENERAL PROVISIONS**

#### **A. PURPOSE**

The rules and regulations contained in this document (hereinafter referred to as the Rules and Regulations) are intended to provide a structure for the management, governing and effective use of the Monroe County Municipal Airport (hereinafter referred to as the Airport) in such manner as to better maintain order and protect the safety of the public and tenants of the airport. The Board has the right to, and does hereby regulate all commercial enterprises using the airport as a base of operation, whether such operation is aeronautical or non-aeronautical in nature. No commercial operation of any kind or type shall be conducted on the airport unless specifically authorized by the Board. The use of the airport or any of its facilities in any manner shall create an obligation on the part of the user to obey all the Rules & Regulations herein provided and adopted by the owner. The Rules and Regulations are intended to be reasonable, non-arbitrary and non-discriminatory.

#### **B. DEFINITIONS**

1. Aeronautical Service, hereinafter referred to as “Service”, means any service which involves, makes possible, or is required for, the operation of aircraft, or which contributes to, or is required for, the safety of aircraft operations commonly conducted on the Airport by a person who has a lease from Monroe County Municipal Airport Board of Aviation Commissioners (hereinafter referred to as the Board) to provide such service.
2. Aircraft means a device, which is used or intended to be used, for flight in air. Examples of aircraft include, but are not limited to, airplane, sailplane, glider, rotorcraft (e.g., helicopter, gyrocopter, or autogyro), balloon, and blimp.
3. Airport means the Monroe County Municipal Airport and all of the area (i.e. buildings, facilities and improvements) within the boundaries of said Airport as it presently exists or as it may exist when it is hereafter modified).
4. ALP means the current Airport Layout Plan for the Monroe County Municipal Airport, which has been approved by the Federal Aviation Administration (FAA).
5. Airport Operations Area or AOA means the area of the Airport used, or intended to be used, for landing and takeoff or surface maneuvering of aircraft, including the associated hangars, navigation and communication facilities.
6. Airport Director means the person employed by the Board to manage the Airport.

7. Board means the Monroe County Municipal Airport Board of Aviation Commissioners.
8. FAA means the Federal Aviation Administration and its successors.
9. FAR means the Federal Aviation Regulations, as published and amended from time to time.
10. Fixed-Base Operator or FBO means any person or entity with a lease or a sub-lease and/or an operating agreement from the Board to provide two (2) or more aeronautical services not including Fuel and Oil Dispensing Service to the public at the Airport.
11. Fixed-Base Operator Lease means any (a) lease agreement between the Board and the FBO leasing property at the Airport, or (b) sub-lease agreement approved by the Board between any FBO and any Person sub-leasing property at the Airport for the purpose of providing aeronautical services to the public at the Airport.
12. FSDO means Flight Standards District Office (FAA).
13. IFR means Instrument Flight Rules, which govern the procedures for conducting flight under instrument meteorological conditions.
14. Landside means all buildings and surfaces used by surface vehicular and pedestrian traffic at the Airport not involving aircraft.
15. Minimum Standards means the standards established by the Board, amended from time to time, which are the minimum requirements to be met by an FBO or SASO or proposed FBO or SASO as a condition for the right to provide aeronautical services to the public at the Airport.
16. NFPA means National Fire Protection Association.
17. Owner means the Monroe County Board of Aviation Commissioners.
18. NOTAM means a Notice to Airmen published by the FAA (e.g., a method of notifying the flying public of conditions at the Airport that may affect flight.)
19. NTSB means the National Transportation Safety Board and its successors.
20. Person means an individual, firm, partnership, corporation, company, association or other entity.

21. Specialized Aviation Service Operator or (SASO) means any person or entity with a lease or sub-lease and/ or an operating agreement from the Board to provide only a single aeronautical service to the public at the Airport. A SASO cannot provide Fuel and Oil Dispensing Services.
22. Shall means mandatory, and not discretionary.
23. Special Event means an Aeronautical Activity, which does not comply with these Rules and Regulations or which, although it may comply with these Rules and Regulations may require an accommodation by other users of the Airport. Special Event includes, but is not limited to, fly-ins, air shows, skydiving exhibitions, balloon operations or similar events or activities.
24. Unicom means a nongovernmental communication facility, which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.
25. VFR means Visual Flight Rules, which govern procedures for conducting flight under visual meteorological conditions as described in FAR Part 91, General Operating and Flight Rules.

**C. AIRPORT OPERATIONS**

The Airport will be open to all aircraft 24 hours a day, every day of the year, except that the Airport may be closed when the Board, the Airport Director, or the Assistant Airport Director determines that an unsafe condition exists. The Airport may remain closed until the unsafe condition has been corrected or no longer exists.

FBOs or SASOs are not required to be open at all times the Airport is open.

**D. AIRPORT DIRECTOR**

The Airport Director is responsible for the overall management and operation of the Airport. The Airport Director is authorized to take all reasonable actions necessary to protect and safeguard both the Board property and the public at the Airport and to oversee all Airport operations for compliance with these Rules and Regulations. The Airport Director will use reasonable efforts to coordinate tenant activities to avoid conflicts.

**E. INSURANCE**

1. Each FBO and SASO shall maintain the following insurance policies when the exposures covered by each described policy exist within the business operations of the FBO or SASO, and/or when required by state or federal law:
  - a. Workers Compensation and Employers Liability Insurance

- b. General Liability Insurance (including: premises, products/completed operations, medical payments, personal & advertising injury liability, and contractual liability)
  - c. Business Automobile Liability Coverage (including medical payments, hired and non-owned auto liability, for any vehicle used on Airport property. Such vehicles must have liability insurance with a combined single limit of \$1,000,000.00)
  - d. Aircraft Liability Insurance (including medical payments, non-owned aircraft liability, and passenger liability with or without sub-limit.)
  - e. Hangerkeepers Liability Insurance (either the legal liability form or the direct primary form is acceptable)
2. All policies shall be obtained through responsible insurance companies acceptable to the Board and authorized to do business in the state of Indiana.
  3. All liability policy limits shall be written on what is commonly known as a “Combined Single Limit” basis, and extend to both “property damage” liability and “bodily injury” liability. (Note: the Aircraft Liability policy may contain a sub-limit per passenger per occurrence.)

A combination of limits, from a basic (or underlying) policy and an umbrella policy, may be used to reach the total liability limit required. The required limits of liability are specified in the insurance provision paragraphs of the Lease Agreement with the Monroe County Board of Aviation Commissioners.

The contractual liability coverage shall include protection for the FBO and SASO from claims arising out of the liability assumed under the indemnification provisions of their Contract/Lease Agreement.

All liability policies shall name the Board as an “additional insured” and evidence of such shall be delivered to the Board through the Airport Managers Office in the form of a certificate of insurance issued by the various insurance companies. Said certificate shall state that the Board is an additional insured, and the tenant shall provide for a 30-day advance notice to the Board in the event of termination, cancellation, or material change in the policy (ies). Ok by both insurance reviews.

4. Each FBO or SASO may obtain insurance coverage or limits in excess of or higher than those required by the Board, but in no event shall carry limits that are less than those specified in the Contract/Lease Agreement not associated with this document.

5. Each FBO and SASO shall:
  - a. Promptly deliver to the Airport Manager copies of all notices and claims of loss and any documentation or correspondence related to such losses.
  - b. Promptly submit and diligently pursue notices of all claims of loss insured under any required insurance policy to the respective insurance company (ies).
  - c. Comply with all terms and conditions of the required insurance policies.

**F. INDEMNIFICATION PROVISIONS**

Each FBO and SASO agrees to indemnify and hold the Board and each of their officers, officials, representatives, agents, employees, successors, or assigns harmless from all claims and liabilities (including, without limitation, legal fees) arising out of the use of the Airport, except to the extent that those claims and liabilities may be attributable solely to the acts or omissions of the Board or its employees.

**G. REPORTING REQUIREMENTS**

1. In order to promote and maintain safety at the Airport, any pilot, FBO or SASO is encouraged to promptly report to the Airport Director any bodily injury requiring medical attention, or any damage to property at the Airport, or any other accident, incident, occurrence or unsafe practice relating to any aircraft which any one of the above owns, leases, flies, or any Aeronautical Activity in which any are involved.
2. The following are examples of accidents, incidents, unsafe practices, or occurrences that shall be reported promptly to the Airport Director:
  - a. Aircraft landing off the runways without prior permission of the Airport Director or Air Traffic Control Tower.
  - b. Aircraft breaking runway or taxiway lights, airport fixtures, signs, approach lights, or visual aids such as VASI, PAPI, etc.
3. The report shall include the following information:
  - a. Location, date and time of incident and the identity of each Person and Aircraft involved;
  - b. Nature of any injuries suffered by any Person as a result of the incident and the name and address of any Person injured;
  - c. Nature and extent of any property damage occurring as a result of the incident and the name and address of the owner of the damaged property; and



- d. A narrative explaining the circumstances of the incident occurrence or unsafe practice.

## **H. GROUND VEHICULAR TRAFFIC AND PARKING**

1. Unless otherwise indicated, the traffic laws of the State of Indiana and/or the County of Monroe shall apply to the streets, roads, and designated vehicular parking areas at the Airport. Designated parking areas are on the paved lots, or as designated by the Airport Director. Nothing in this section shall be construed to prohibit the FBO or SASO from using vehicles to transport supplies to hangars, but the vehicles shall not remain on the AOA after the supplies have been delivered to the hangar.
2. All vehicles, other than emergency vehicles and those operating under emergency conditions, are limited to the maximum speed as posted on any street within the boundaries of the Airport. A maximum of 15 MPH shall be observed when operating around hangar areas, fuel areas, etc. A safe and reasonable speed should be maintained on other areas. The Airport Director can authorize exceptions.
3. Aircraft owners and pilots who own or rent spaces or hangars on the Airport may drive to their aircraft or hangar, as approved and directed by the Airport Director and, at their own risk, may park private vehicles in their hangars.

## **I. PEDESTRIANS, PASSENGERS AND SIGHTSEERS**

All pedestrians, air carrier passengers, and sightseers at the Airport shall remain behind the fence off the AOA, or in designated areas and shall be escorted onto the AOA by the Airport Director, FBO, or SASO personnel. The FBO or SASO are responsible for safety enforcement on their demised areas.

## **J. SECURITY**

All operators based on the Monroe County Municipal Airport shall comply with all Federal, State, and Local laws currently in force, or which shall be imposed, with respect to security. At a minimum, the operator shall comply with FAR 139.335(a) (1) by taking the necessary precautions to prevent inadvertent entry to the movement area by unauthorized persons or vehicles. All FBOs, SASOs, and tenants shall comply with all published security regulations. Fines may be imposed through violations of this minimum (i.e., 1<sup>st</sup> offense, \$25; 2<sup>nd</sup> offense, \$50; 3<sup>rd</sup> offense, \$100).

1. All FBOs, SASOs, and tenants shall be responsible for monitoring persons on their respective AOA. This includes visitors, delivery, and fuel trucks.

2. All FBOs, SASOs, and tenants with a gate that separates the general public and the AOA shall keep it closed at all times. If the gate has malfunctioned, the FBO, SASO, or tenant shall take the necessary precautions to temporarily restrict access to the AOA and immediately notify the airport manager.

**K. ADVERTISING SIGNS**

No signs or other advertising, other than those existing on the date these rules are adopted by the Board shall be placed or constructed upon the Airport, Airport entrance roads, or on any building, structure, or improvement thereon, without prior written approval of the Board. All signs or advertising media shall be kept in good repair and neat in appearance.

**L. SPECIAL EVENTS**

1. Any Person or organization wishing to sponsor a Special Event on Monroe County Airport property shall obtain the prior written approval of the Board through the Airport Director.
2. Any Special Event sponsor requesting the use of Airport owned property shall not prevent any tenant of the Airport from participating in the Special Event. However, tenants shall not participate in the Special Event in a capacity deemed competitive in nature, but only for the greater good of the Special Event. The Board shall have final authority in any such determination.
3. The Board requires the use of safeguards as deemed necessary by the Airport Director to protect the Airport, aircraft using the Airport, and the general public during any Special Event.

These requirements may include, but are not limited to the following;

- Damage Bonds
  - Additional Insurance Policies
  - Sufficient authorized security and safety personnel
  - Required authorization waivers as issued by the Federal Aviation Administration
  - Traffic and parking control
  - Clean up and debris removal
4. The Board shall not close the Airport for any activity that is not an Aeronautical Activity.
  5. The Board reserves the right to establish and charge reasonable fees for the use of the Airport for Special Events.

**M. SOLICITATION OF FUNDS**

No person or organization shall solicit any funds for personal or charitable gain on Airport grounds, and no signs or advertisements may be posted at the Airport without written permission of the Board.

**N. TRASH DISPOSAL**

1. Refuse and waste material associated with normal aircraft operation shall be placed in receptacles provided for such purpose located near the T-Hangars. Household refuse shall not be placed in these trash receptacles.
2. The Airport is not responsible for refuse and waste material removal from private or corporate hangars, FBO's and SASO's.
3. Improper disposal of waste oil or any hazardous materials will be considered a serious violation of Monroe County Airport's Storm Water Pollution Prevention Plan. The Board will take immediate action to prosecute any violations.

**O. PETS ON AIRPORT**

All pets within the airport-fenced area shall be on leashes at all times.

**P. CONSTRUCTION ON THE AIRPORT**

1. Contractors and construction personnel will be required to comply with all applicable provisions of the latest edition of the FAA Advisory Circular 150/5370-2, Operational Safety on Airports During Construction, except: as modified by a Safety Plan or Contract Document for a specific construction contract; or as modified by the Airport Director at the preconstruction conference, or during the course of the contract.
2. While on Airport property, construction equipment and contractor vehicles shall be marked in accordance with the latest edition of the FAA Advisory Circular 150/5210-5, "Painting, Marking, and Lighting of Vehicles used on an Airport".

**Q. RUNWAY STRENGTH**

The published runway bearing strengths are established from engineering design for new pavements and engineering assessments of aging runways. The published bearing strength provides guidance to the airport owner to the capability of their facility and not as intended to be maximum allowable weight. The Airport Director may permit operations of aircraft slightly in excess of the published pavement strengths for infrequent operation after consultation with the Airport Engineer. A limited use waiver can be acquired by contacting the Airport Director a minimum of 24 hours prior to the proposed aircraft's landing at the airport.

**R. SPECIAL SERVICE PERMITS**

1. Except for any FAA designated examiner acting as such, or as provided in Section I Paragraph S-4 of this document, no Person may provide an Aeronautical Service to the general public at the Airport unless:
  - a. The Person has a Lease Agreement executed by the Board to provide an Aeronautical Service on the Airport, or

- b. The Airport Director has issued a Permit to the Person authorizing the Person to provide the Aeronautical Service on the Airport.
2. The standards listed herein, together with application and leasing requirements of the Board, apply to any FBO or SASO Operating Agreement.
3. Permits shall be issued by the Airport Director to any Person who satisfies the conditions for the Aeronautical Activities listed below:
  - a. Any Person providing flight instruction and accepting monetary compensation as a part-time business under FAR Part 61 shall provide the Airport Director with the following:
    - (1) Proof of proper and current instructor's license, approved by the FAA with appropriate ratings to cover the types of instruction being offered.
    - (2) Current medical certificate as required by FAA Part 61.
    - (3) Pay a Commercial Operators fee as set forth in the Airport Master Fee Schedule in the amount of \$25.00 per month.
    - (4) Proof of aircraft, bodily injury, and property damage liability insurance in the amount of \$1,000,000.00 with no deductible amount, and naming the Board as additional insured. Coverage shall apply to bodily injury or death, passenger injuries, including mental anguish, and property damage.
  - b. Any Person providing aircraft repair and/or inspection services and accepting monetary compensation as a part-time business, not including owner preventive maintenance as defined in FAR Part 43, shall have:
    - (1) Proper and current licenses approved by the FAA, with appropriate ratings to cover the types of repairs or inspection services being offered.
    - (2) Pay a Commercial Operators fee as set forth in the Airport Master Fee Schedule in the amount of \$25.00 per month.
    - (3) Proof of aircraft, bodily injury, and property damage liability insurance in the amount of \$1,000,000.00 with no deductible amount, and naming the Board as additional insured. Coverage shall apply to bodily injury or death, passenger injuries, including mental anguish, and property damage.
  - c. Any Person based outside of the boundaries of the Airport wanting to provide warranty service to a customer's Aircraft located on the Airport shall have:

- (1) Proper and current licenses approved by the FAA with appropriate ratings to cover the types of repairs or inspection work being offered.
  - (2) A business license if applicable.
  - (3) Insurance in accordance with the provisions of Section E “Insurance” of the “Rules and Regulations” document with limits as specified therein. The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations.
- d. Other aeronautical services that a Person may wish to perform on the Airport requiring approval of the Board prior to operating on the Airport.
4. Each Permit shall be issued for a designated time and date, or for a period not to exceed one (1) year. Consideration for future permitting may be based on the contemplated activity, impact on the safety of airport operations, past experience with the applicant, current circumstances and the civil aviation needs of the public.
5. The Board may establish and revise fees for issuance of Permits.

**S. AIRCRAFT OWNER MAINTENANCE**

1. Nothing contained herein shall prevent any Person operating aircraft on the Airport from performing any services he/she may wish to perform on their own aircraft; to the extent that such service is not a violation of an existing contract or agreement, or violation of the Airport’s Storm Water Pollution Prevention Plan.
2. All repairs to aircraft or engines, other than specified in FAR 43, Preventive Maintenance paragraph A43.c, made by the aircraft owner, FBO or SASO shall be made in the spaces or areas designated by the Airport Director or Board.
3. Except under unusual circumstances, and at the direction of the Airport Director, such repairs shall not be made on any part of the landing area, taxiways, ramps or fueling or service areas. If approved, such repairs shall be completed within a reasonable timeframe and not produce waste or any unsightly condition.
4. Should circumstances outside the control of the aircraft owner render the Aircraft unusable and require emergency repairs for airworthiness, the Board shall authorize the Airport Director to waive the insurance requirements as specified in section “R. Special Service Permits” of this document for a single period not to exceed thirty (30) days to conduct such repairs providing:

- a. The aircraft owner submits for Board review; a written request for repairs including a detailed explanation of the occurrence, and contact information for the aircraft mechanic providing the emergency repairs.
- b. The Airport Director or a designated representative is allowed access to conduct routine inspections to ensure the repairs are not creating a violation of the Airport's Spill Prevention Control and Countermeasure, or Storm Water Plan.
- c. The Airport Director is satisfied that the use of available repair services on the airport is not a viable option, or is unacceptable to the Aircraft owner.

**T. COMPLIANCE WITH SAFETY AND ENVIRONMENTAL RULES AND REGULATIONS**

The Board has established, adopted, and filed a Storm Water Pollutions Prevention Plan, and a Spill Prevention Control and Countermeasure Plan with the Environmental Protection Agency and Indiana Department of Environmental Management.

All users and tenants of the Airport shall comply with all existing environmental rules and regulations adopted by the Board. A copy of these rules and regulations currently in force are available at the office of the Airport Director.

**U. SNOW REMOVAL**

1. Airport maintenance personnel are responsible for snow and ice removal from all runways, taxiways, and public ramp areas on the airport. The priority for snow and ice removal will be according to the Airport's FAA Part 139 Airport Certification Manual (ACM) and as follows:
  1. Primary Runway
  2. Primary Taxiway and connecting taxiways to aircraft parking apron.
  3. Route from ARFF to primary use runway
  4. Prevailing Wind Runway
  5. Other Taxiways
  6. Perimeter Road, public roads, streets, sidewalks and AOA's
  7. Other areas as necessary to insure airport operations
2. All corporate tenants will be responsible for snow and ice removal from their ramp areas unless stated otherwise in an existing Lease Agreement. Should time permit, Airport maintenance personnel may assist the tenant in removal, but reserves the right to levy a fee based on the time and type of equipment used.
3. Airport maintenance personnel will apply sand to runways and taxiways whenever it is deemed necessary for anti-skid and increased braking action as required by the FAA Part 139 ACM.

4. Use of salt on runways, taxiways and parking aprons is strictly prohibited.
5. Private snow removal contractors are not authorized to operate on AOA's.

**V. UNSAFE AIRPORT CONDITIONS**

In the event the Board, Airport Director, or Assistant Airport Director, determines that conditions at the Airport are unsafe for landings or takeoffs, a NOTAM shall be initiated to close the Airport, or any portion thereof, for a reasonable period of time (i.e., until those unsafe conditions can be corrected or no longer exist).

**SECTION II.**

**AIRCRAFT OPERATION**

**A. RESPONSIBILITIES**

1. Operation of all aircraft at the Airport shall be done in a safe and responsible manner and in compliance with these Rules and Regulations, the FARs, FAA Advisory Circulars, and the requirements of other appropriate governmental agencies. Each Person operating an aircraft is responsible for the safety of its operation and for the safety of others exposed to such operation.
2. Based aircraft shall be registered and insured in accordance with all applicable Federal and State statutes.
3. All aeronautical activities and services for aircraft using the Airport landing facilities will be performed on the Airport. No aircraft will be allowed to conduct **“Through the Fence Operations”** by taxiing or being towing off the Airport for storage, service or to pick up or deliver cargo.

**B. COMMUNICATIONS**

1. **CONTROL TOWER DIRECTIONS.** Aircraft Operations in Class D Airspace shall conform to the requirements of FAR Part 91 paragraph 91.129.
2. **RADIO OPERATIONS:**
  - a. All aircraft using the Monroe County Airport must have a properly functioning two-way radio on board which, under normal conditions, is capable of communication within a five-mile radius from the Airport.
  - b. Light gun signals will be provided to landing aircraft that are NORDDO (no radio) Emergency; and landings will be full stop only.
  - c. Aircraft with operating two way radios may receive light gun signals for training purposes after coordination and approval of Air Traffic Control.
  - d. Taxi to the runway, departures, and aircraft operations on the taxiways and or runways without two way radio communication capability is prohibited.
  - e. Only vehicles with an operational two-way radio may operate upon or adjacent runways and taxiways. All other vehicles must be escorted by a vehicle with an operational two-way radio. Such two-way radios must have communication channels with the control tower.
  - f. Light gun signals will be used for vehicles whose radios have failed, and then only for the purpose of clearing the AOA.



3. USE OF OPERATIONAL AREA:

- a. Before entering any AOA, all vehicles shall contact the Air/Traffic Control Tower.
- b. Unless directed by ATC, no vehicle shall cross in front of taxiing aircraft within 200 feet.
- c. All vehicles shall pass to the rear of taxiing aircraft, and shall pass no nearer than twenty feet (20) horizontal distance from any part of the aircraft.
- d. Upon challenge or inquiry, any person that exercises any type of control over a vehicle or equipment, shall provide the Airport Director or his designate satisfactory evidence of ownership or right of permission to exercise such control.
- e. All vehicle operators in the AOA must complete airport driver training from the Airport Director and shall have a working knowledge of ATC communications, and standard airport light signals.

**C. TRAFFIC PATTERNS:**

1. All aircraft operating into and out of the Airport shall follow the approved Airport traffic pattern which has been established.
  - a. Traffic pattern altitude for the Airport is 1,850 feet MSL for single-engine and multi-engine piston aircraft and 2,350 feet MSL for turbine Aircraft.
2. Unless directed otherwise by Air Traffic Control, helicopter traffic pattern is 500 feet AGL and standard right hand pattern. Air taxiing is permitted only over the runway, ramp and taxiways. Helicopter operators shall operate so as to minimize rotor downwash on the ramp or taxiways, or they may be required to be towed to the taxiway before starting their engines.
3. All takeoffs or landings by powered Aircraft shall only be on the paved runway unless authorized by the Air Traffic Control tower or Airport Director. Turf operations will be considered "At Pilot's Discretion" and safe operating conditions will not be assured by the Airport or Air Traffic Control.

**D. AIRCRAFT OPERATION:**

1. Aircraft engines maintenance run-up shall be conducted on the northwest portion of the aircraft-parking apron unless otherwise approved by the Airport Director.

2. At no time shall engines be warmed up or operated for extended periods of time when hangars, shops, offices, building, persons, equipment, passengers, or aircraft landing, parked, or taking off are in the path of the propeller stream or jet engine exhaust.
3. Engine, propeller, and exhaust noises shall be kept to a reasonable minimum at all times on the airport.
4. No carrier for hire shall operate on the Airport without a contract or without the expressed written approval of the Board. Such carriers shall comply with conditions or directions from the Airport Director as to loading and unloading of passengers at designated places.
5. No aircraft shall be operated on the surface of any public landing areas, or public aircraft parking aprons in a careless or negligent manner or in disregard of the rights and safety of others, or at an unreasonable speed or in a manner which endangers persons or property.
6. ROTORCRAFT. Rotorcraft will operate with extreme caution within 200 feet of any area where a light aircraft is parked or operated.
7. STUNT FLYING AEROBATICS. Except for public displays of flight specifically authorized by the Board, and authorized by the Federal Aviation Administration, any violation of any of the following provisions shall be unlawful and considered an offense:
  - a) No person shall operate an aircraft in a careless or reckless manner as to endanger life or property by buzzing, diving, or low altitude flying.
  - b) No person shall engage in aerobatic or stunt flying within the airport control zone.

**E. EQUIPMENT AND MISCELLANOUS ITEMS IN THE APRON AREA:**

Any equipment used for the operation of an aircraft or business used on or in the vicinity of the aircraft parking apron, or designated taxiway area, shall be parked and kept in a neat and orderly manner. Final approval of the location of any items rests with the Airport Director.

**F. REMOVAL OF VEHICLES, EQUIPMENT, OR AIRCRAFT:**

1. Upon notification from the Airport Director, the operator of any vehicles, aircraft, or equipment improperly parked or stored at a hangar, taxiway, public parking lot, or aircraft parking apron shall promptly move the vehicle, aircraft,

or equipment as directed.

2. In the event of non-compliance with such direction, the Airport Director may order the removal of the vehicle, aircraft, or equipment at the operator's expense and without liability for damage which may result in the course of removal.

**G. REMOVAL OF DAMAGED AIRCRAFT**

1. In the event any aircraft is damaged to the extent that it cannot be moved under its own power, the pilot shall immediately notify the Controller on duty, the Airport Director, and the FBO or SASO of their choice.
2. Whenever an accident occurs on or near any runway at the airport, the Controller on duty, Airport Director, or Assistant Airport Director will close the affected runway and immediately issue a Notice to Airmen (NOTAM).
3. The pilot is also responsible for the reporting under FAR 830.
4. Subject to governmental investigation and inspection of the damaged aircraft, the owner or pilot of the damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing area, taxiway, ramp, tie-down areas and all other traffic areas and park or store said aircraft in an area designated by the Airport Director.
5. If, for any reason, the owner of the aircraft fails to remove the wrecked or damaged aircraft from the AOA or Airport as requested by the Airport Director; the Board, FBO or SASO may cause the removal and storage or disposal of the wrecked or damaged aircraft at the sole expense of the aircraft owner without liability for further damage as a result of the removal.
6. Upon removal of the wreckage, the Airport Director, or Assistant Airport Director shall conduct and document a visual inspection of the runway, and are the only authorized individuals to reopen the affected runway to aircraft traffic.

**H. AIRCRAFT PARKING**

1. No Person shall park, store, tie down or leave any aircraft on any area of the Airport other than that which is prescribed by the Board, or Airport Director, and is not prohibited by these Rules and Regulations.
2. Aircraft pilots, owners, or agents shall properly secure their aircraft while parked or stored. Aircraft pilots, owners, or agents are solely responsible for parking and tying down their aircraft and for any special security measures

required by weather or other conditions at the Airport. Aircraft pilots, owners or agents shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of wind or other severe weather. Owners, pilots, or agents of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner, pilot, or agents of such aircraft to comply with these Rules and Regulations.

## **I. FLYING CLUBS**

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Rules and Regulations. However, they shall be exempt from regular FBO or SASO requirements upon satisfactory fulfillment of the conditions contained herein.

1. The club shall be a non-profit entity (i.e., corporation, association, or partnership) organized for providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned ratably by all of its members). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, and replacement of its aircraft.
2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for their own members. Only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aircraft, if such person pays or becomes obligated to pay for such instructions, except when instruction is given by an FBO, SASO or permittee based on the Airport who provides flight training.
3. All flying clubs and their members are prohibited from leasing or selling any goods or services to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment.
4. With its initial application, the flying club shall furnish the Board a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; evidence of insurance, in the form of a certificate of insurance with a limit of \$100,000.00 per person for personal injury and property damage, and a total limit of \$1,000,000.00, with the Board as an additional named insured; number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and the operating rules of the club. The flying club shall make annual certifications to the Board that its insurance is in force, and the Board may

require certificates review at other times to confirm that adequate insurance is in force.

5. A flying club must abide by, and comply with, all Federal, State and local laws, ordinances, regulations, and these Rules and Regulations.
6. A flying club, which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations on Monroe County Airport property.

**J. ULTRALIGHT VEHICLES**

1. Any Person wishing to use the Airport to operate Ultralight aircraft shall obtain Board authorization through the Airport Director in advance of the proposed operations.
2. All Ultralight aircraft (as defined in FAR 103) using the Airport require ATC authorization.
3. The aircraft and pilot shall meet the requirements of operating within a Class D Airspace.
4. Operators shall provide proof of insurance to the Board upon request of the Airport Director.

**K. AERIAL ADVERTISING - BANNER TOWING**

1. Any Person wishing to use the Airport to pick up or drop aerial advertising banners shall obtain Board authorization through the Airport Director in advance of the proposed operations.
2. The Board requires such safeguards as the Airport Director deems necessary to protect the Airport, aircraft using the Airport, and the general public. These requirements may include, but are not limited to the following:
  - Certificates of Insurance or Bonds
  - Driver Training within AOA's
  - Additional security personnel
  - Clean up and debris removal
3. During times of increasing or high air traffic operations within close proximity to the airport, ATCT can reasonably delay the operations.
4. Commercial Operations are strictly prohibited from Monroe County Airport without a SASO or Commercial Operator Agreement with the Board.
5. The Board may establish and charge reasonable fees for this activity.

**L. BALLOON OPERATIONS**

1. Any Person wishing to use the Airport to launch and recover hot air balloons shall obtain Board authorization through the Airport Director in advance of the proposed operations.
2. The Board requires such safeguards as the Airport Director deems necessary to protect the Airport, aircraft using the Airport, and the general public. These requirements may include, but are not limited to the following:
  - Certificates of Insurance or Bonds,
  - Driver Training within AOA's.
  - Additional security personnel,
3. During times of increasing or high air traffic operations within close proximity to the airport, ATCT can reasonably delay the launch or recovery operations.
4. The Balloon and Pilot must be equipped and certified to operate within the Class D Airspace.
5. Commercial Operations are strictly prohibited from Monroe County Airport without a SASO or Commercial Operator Agreement with the Board.
6. The Board may establish and charge reasonable fees for this activity.

**M. CROP DUSTING AND SPRAYING**

1. Any Person wishing to use the Airport as a base to load chemicals onto aircraft for the purpose of crop dusting or spraying shall obtain written permission from the Board in advance of the operations.
2. The Airport Director shall designate a specific area on the Airport to be used for such operation. The Airport Director shall require such safeguards, as it deems necessary to protect the Airport, aircraft using the Airport, and the public.
3. These requirements may include, but are not limited to the following:
  - Federal Aviation Administration authorization
  - Department of Homeland Security authorization
  - Bonds
  - Insurance policies
  - Security and safety personnel.
  - Additional Environmental Precautions
4. The Board may establish and charge reasonable fees for this activity.

**N. GLIDER OPERATIONS**

1. Any Person wishing to use the Airport to operate glider aircraft shall obtain Board authorization through the Airport Director in advance of the proposed operations.
2. All glider aircraft (as defined in FAR 103) using the Airport require ATC authorization.
3. The aircraft and pilot shall meet the requirements of operating within a Class D Airspace.
4. Operators shall provide proof of insurance to the Board upon request of the Airport Director.

**O. ASSIGNED AREAS**

1. Persons authorized to operate on, or conduct business activities at, the Airport shall be prohibited from conducting business activities, or parking any aircraft on any areas, except those specified in a lease or written agreement.
2. FBO's or SASO's shall occupy any common-use area except as restricted by these Rules and Regulations or by the Board.

**SECTION III**

**INFRACTIONS AND ENFORCEMENT**

**A. INFRACTION DEFINED**

An Infraction is defined as any of the following:

1. A violation of these Rules and Regulations.
2. In the case of an FBO or SASO, a violation of the FBO or SASO lease or giving false or inaccurate information to the Board or the Airport Manager in connection with the FBO or SASO lease.

**B. EFFECT OF INFRACTION**

Any Infraction by any Person could result in termination of the contract, agreement or permit under which such person is operating. Upon termination, such Person shall not be eligible for a new contract or agreement for a minimum period of six (6) months.

**C. NOTICE OF INFRACTION AND TERMINATION**

The Board, acting through the Airport Director or Legal Counsel whom it may from time to time designate, shall give notice of termination by sending a certified letter to the Person at the address listed upon the relevant permit, contract, agreement, or at the person's last known address.

**D. HEARING**

Any Person whose contract or agreement shall hereafter terminate may request a hearing thereon before the Board, provided such request is made in writing and received by the Airport Director within 15 calendar days of the date of the Board's notice of termination to such Person. The Board shall mail notice of the date, time and location of the hearing to the Person requesting such and such notice shall be mailed at least 15 days in advance of such hearing date. At the hearing, the Party requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the Board shall affirm, revoke or modify the termination, and shall give prompt written notice of its action to the Person requesting the hearing. Any adverse determination of the Board to the Person requesting the hearing shall be subject to appeal in accordance with the applicable laws of the State of Indiana.



**SECTION IV.**  
**MISCELLANEOUS**

**A. SEVERABILITY**

In the event that any provision of these Rules and Regulations shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Rules and Regulations shall remain in full force and effect.

**B. EFFECTIVE DATE**

These Rules and Regulations shall be effective thirty days following the date of their approval by the Board.

**C. REVISIONS**

The Board shall reserve the right to modify, alter, change or add to these Airport Rules & Regulations as they deem necessary.