



KALAMAZOO/BATTLE CREEK INTERNATIONAL AIRPORT

An Ordinance Establishing
Minimum Standards for Commercial Aeronautical Activities
at the
Kalamazoo/Battle Creek International Airport

Approved by
Kalamazoo County Aeronautics Board of Trustees

January 16, 2024

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Section 1 – Preamble & Policy

1-1. Purpose and Scope. The Kalamazoo/Battle Creek International Airport (the “Airport”) hereby establishes the following Policy for the Minimum Standards for Commercial Aeronautical Activities (herein after the “Commercial Minimum Standards”).

The Commercial Minimum Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical activities or services to the public, and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition, and to protect the public from irresponsible, unsafe and/or inadequate services/activities. These Commercial Minimum Standards were developed taking into consideration a) the aviation role of the Airport; b) facilities that currently exist at the Airport; c) services being offered at the Airport; d) the future development planned for the Airport; and e) the promotion of fair competition at the Airport. The uniform application of these Commercial Minimum Standards, containing the minimum levels of service that must be offered by prospective and/or existing service providers, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established Aeronautical Activity and the Airport patrons.

In return for the privilege of conducting commercial aeronautical activities or services on the Airport, operators should be required to meet certain minimum standards that will:

- a) Govern the quality and level of services that are offered to the public.
- b) Protect patrons from irresponsible, unsafe, or inadequate service.
- c) Discourage the unqualified provider for the protection of both the established operator and the public.
- d) Prevent revenue from being diverted from the Airport.
- e) Assist in eliminating charges of discrimination – fairness dictates that businesses that derive similar benefits from use of the Airport should also meet similar standards and pay similar fees.
- f) Encourage orderly development.
- g) Assist Airport by establishing consistent policy to avoid conflict of interest and politically motivated pressures; and
- h) Protect community interest. Act in a manner to maximize benefit to the community.

1-2. Powers and Authority. The Kalamazoo/Battle Creek International Airport (“Airport”) is owned and operated by the County of Kalamazoo, a municipal corporation organized under the constitution and laws of the State of Michigan (“County”). The Airport is operated and governed by the (“Aeronautics Board”), pursuant to a resolution adopted by the Kalamazoo County Board of Commissioners on May 16, 2006, subsequently amended on February 7, 2023 (hereinafter “Amended Resolution”) as authorized by the Aeronautics Code of the State of Michigan, 1945 P.A. 327, as amended, MCL § 259.133. Among the powers, authority and duties vested in the Aeronautics Board through the Amended Resolution is the power to establish all necessary rules, regulations, and minimum standards for the management, government, and use of the

Airport. All the duties and obligations owed in these Minimum Standards to the Aeronautics Board shall be correspondingly owed to the County, and vice versa.

The Airport Director shall perform policymaking aspects of these Commercial Minimum Standards with ultimate authority residing with the Aeronautics Board of Trustees (the "Board").

1-3. Amendment of Standards. In adopting the standards set forth herein, the Board expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time, by this or any future Board and that no rights shall accrue to any FBO, SASO or third party by virtue of this adoption of these Standards.

1-4. Owner's Rights. The establishment of these Commercial Minimum Standards does not alter the Board's proprietary right to engage in the development of Airport property as it deems prudent, including development of Commercial Aeronautical Activities historically exercised by the Board or which are not otherwise conferred exclusively herein.

1-5. Severability. The invalidity of any clause, sentence, paragraph, or part of this Ordinance shall not affect the validity of the remaining parts of the Ordinance. Each provision of these Rules and Regulations shall be interpreted and construed in conformity with all federal, state, and local law. If any provision is held invalid, the remainder of this Ordinance shall remain in effect.

1-6. Notices, Requests for Approval, Applications, and Other Filings. Any notice, demand, request, consent, or approval that an entity is required to give to the Kalamazoo/Battle Creek International Airport or to the Board, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Kalamazoo/Battle Creek International Airport
Attn: Airport Director
5235 Portage Rd.
Kalamazoo, MI 49002
Or via e-mail: azoproperty@kalcounty.com

1-7. Variances and Deviations. The Board reserves the right to authorize variances or deviations from these Commercial Minimum Standards. Such variances or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria. All requests for variances or deviations shall be presented to the Board in writing in a form described by the Board. Such variances or activities not addressed in these Commercial Minimum Standards will be addressed by the Airport on a case-by-case basis in the Operator's Lease, Permit or Agreement.

1-8. Temporary Licenses. The Board has the right to establish requirements for a temporary Aeronautical Activity to be conducted at the Airport. The Airport Director may grant a temporary permit for a Commercial Aeronautical Activity not currently being offered at the Airport.

1-9. Enforcement. The Airport Director or his/her designee shall enforce the provisions of these Commercial Minimum Standards and may call upon the Kalamazoo County Sheriff's Office from time-to-time for such assistance.

Failure to comply with the applicable standards set forth herein shall result in the suspension of the applicable activity permit issued to Operator for the first violation. Any subsequent violation shall result in permanent revocation of the associated permit thereby removing any privilege of the Operator to conduct the activities granted under the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations Ordinance. Furthermore, failure to comply may also result in the termination of other Agreements between the Operator and the Board.

1-10. Airport Director Authority. The Airport Director is charged with the administration, operation, planning, and development of the Airport and related facilities, appurtenances and improvements thereto and of any other aviation-related facilities so assigned by the County. The Airport Director is authorized and empowered to issue written operating procedures and directives in order to implement the provisions of these Minimum Standards, to ensure compliance with all federal, state, and local laws, ordinances, and regulations; to maintain a safe and efficient Airport for use by the public, and to perform such other duties as may be assigned from time to time by the Aeronautics Board.

Section 2 – Definitions

2-1. Aeronautical Activity. The term Aeronautical Activity means any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. Activities and services within this definition, commonly conducted on airports, include but are not limited to the following: air taxi and charter operations, scheduled and non-scheduled air carrier services, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft ground handling, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultra-light activities and any other activities which, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as an Aeronautical Activity. The preceding is for example purposes only.

2-2. Agreement. An Agreement is a written contract, executed by both parties and enforceable by law between the Board and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. For purposes of clarification, the following terms may be substituted for the term “Agreement” – Contract, Lease or Concession.

2-3. Aircraft. An Aircraft is any vehicle used or designed for the navigation of flight. Examples include, but are not limited to, airplanes, helicopters, hot air balloons, gliders, ultra-lights, and unmanned aerial vehicles (UAV).

2-4. Airport means any location, including all land, improvements, facilities, located within the geographical and legal boundaries of the Kalamazoo/Battle Creek International Airport. The abbreviation **AZO** incorporates this definition.

2-5. Airport Certification Manual (ACM). The Airport Certification Manual is a document required by the Federal Aviation Administration detailing the Airport’s obligations pursuant to 14 CFR 139.

2-6. Airport Director means the administrative position within the management structure of the Airport, charged with daily administration, Employee supervision, operation, planning, and development duties of the Airport. This position reports directly to Aeronautics Board and is the supervisor responsible for activities occurring at the Airport.

2-7. Airport Director Designated Representative(s) means the person(s) selected or appointed by the Airport Director to carry out selected tasks in their absence.

2-8. Based Aircraft. A Based Aircraft is an Aircraft that the Owner physically locates at the Airport for an undetermined period, and that, whenever absent from the Airport, its Owner intends to return to the Airport for long-term storage.

2-9. Commercial Aeronautical Activity. A Commercial Aeronautical Activity is any activity relating to an aeronautical operation offering to provide goods, services, including fuel services, or entertainment to third parties and conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service), and/or profit, whether or not such objectives are accomplished. Such Commercial Aeronautical Activities shall include, but not be limited to commercial hangar operations, fueling, Aircraft maintenance, and Part 135 operations.

2-10. Commercial Self-Service Fueling. Commercial Self-Service Fueling is the fueling of an Aircraft by a pilot from a commercial fuel pump installed for that purpose by an FBO or the Airport. The fueling facility may or may not be attended. The use of this type of facility is commercial in nature and is not considered to be Self-Fueling (as defined herein).

2-11. Cooperative Fueling. Cooperative Fueling is a fueling operation conducted jointly or cooperatively by members of an organization formed by several Aircraft owners, air carriers or flight departments or by two or more entities pursuant to contract or other arrangement between the parties. Co-Op Fueling is not classified as a Self-Fueling Operation.

2-12. Employee(s). An Employee is any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., Social Security and Medicare). The determination of status between "Employee" and "contractor" shall be made according to the current Internal Revenue Service standards.

2-13. Exclusive Right. An Exclusive Right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by expressed Agreement, by the imposition of unreasonable standards or requirements, or by any other means. 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.

2-14. Full-Service Fixed Base Operator. A Full-Service Fixed Base Operator is an individual, firm, or corporation that provides a wide range of aviation services to both private and commercial aircraft as well as their passengers and crews, as more particularly described in Section 3.

2-15. Flight Training Operator. A Flight Training Operator is an individual, firm, or corporation engaged in instructing pilots in dual and solo flight training, using fixed or rotary wing Aircraft.

2-16. Fueling Operations. Fueling Operations are the dispensing of aviation fuel into Aircraft.

2-17. Grantee. The term Grantee, as used in various Agreements, is a party that has been granted certain rights while operating at the Kalamazoo/Battle Creek International Airport.

2-18. Grantor. The term Grantor, as used in various Agreements, refers to the Aeronautics Board of Trustees or Kalamazoo/Battle Creek International Airport.

2-19. Group 1 Aircraft means an Aircraft up to, but not including 49-feet (15 meters) wingspan or tail height up to, but not including, 20-feet.

2-20. Group 2 Aircraft means an Aircraft at least 49-feet (15 meters) up to, but not including 79-foot wingspan or tail height from 20-feet up to, but not including, 30-feet.

2-21. Independent Contractor. An Independent Contractor is a person or entity that contracts to do aeronautical work or perform an aeronautical related service for another party and that retains total and free control over the means or methods used in doing the work or performing the service, as opposed to an Employee of the other party.

2-22. Landside. This is the portion of the airport outside of any Aircraft movement areas. Major elements include terminal facilities, terminal curbside, parking facilities, and roadway circulation.

2-23. Multiple Specialized Aviation Service Provider is an Owner providing any two or more of the aeronautical services for which Minimum Standards but is not a Full-Service Fixed Base Operator.

2-24. Operator. An Operator is any FBO, SASO, and/or any entity subject to the standards set forth herein.

2-25. Owner. An owner is any individual, firm, partnership, corporation, company, association, entity, trustee, receiver, assignee, or similar representative thereof that owns or leases an Aircraft.

2-26. Person. A Person is individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee, or similar representative thereof.

2-27. Ramp. Also referred to as “aprons”, Ramps are surfaces designed for the parking, maneuvering, and servicing of Aircraft. Ramps may be designated turf areas or prepared hard surfaces that are comprised of asphalt or concrete.

2-28. Regulatory Measures. Regulatory Measures refer to Federal, State, County, Local and Airport laws, codes ordinances, policies, rules and regulations, including without limitation those of the United States Department of Transportation, the United States Department of Homeland Security, Transportation Security Administration (TSA), FAA, National Fire Protection Association (NFPA), Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Airport Certification Manual, the Airport’s primary guiding document; all as may be in existence, hereafter enacted, and amended from time to time.

2-29. Self-Fueler. A Self-Fueler is (or Self-Fueling Operator) any Owner of an Aircraft that is based at the Airport that elects to perform Aircraft fueling services on its own Aircraft and/or Ground Support Equipment (GSE) with its own Employees. Such activity cannot be contracted out to other parties. Self-Fueling is conducted using Owner’s own fueling equipment with fuel that the Owner obtained from the source of his/her preference. Joint or cooperative efforts (Co-Op Fueling) are not considered to be a self-fueling.

2-30. Self-Service. The term Self-Service refers to the maintenance of an Aircraft on Airport property performed by the Aircraft Owner in accordance with the Airport’s reasonable standards or requirements and using equipment and parts obtained by the Aircraft Owner from the source of his/her preference. 14 CFR Part 43 permits the holder of a pilot certificate issued under 14 CFR Part 61 to perform specific types of preventative maintenance on any Aircraft owned or operated by the pilot as long as the Aircraft is not used under 14 CFR Part 121, 127, 129, or 135.

2-31. Specialized Aviation Service Operations (SASO) are sometimes known as single service providers or special FBOs performing less than full services. These types of companies differ from a full-service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services or a combination thereof, but not a full range of services that would be expected of a Full-Service FBO.

2-32. Sublease. A Sublease is a lease by a tenant or grantee of an interest in part or all of a leased premise to another Person but with the tenant retaining some rights or interests under the original lease.

2-33. Sublicense. A Sublicense is a license (a special privilege or permission) granted by a licensee of the Airport giving rights of products or services to another Person that is not the primary holder of such rights.

2-34. Through-The-Fence-Operation. A Through-The-Fence-Operations is a commercial activity that is directly related to the use of the Airport but is developed or located off Airport property and is on property that is not controlled by the Board. It also includes services performed on the Airport by individuals or companies that do not have a lease or permit from the Airport Director to perform such services.

Section 3 – General Requirements

All Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section Three as well as the Commercial Minimum Standards applicable to the Operator's Activities, as set forth in subsequent sections.

3.1. Experience/Capability. Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet with the approval of the Board. Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. **Section 11.2** should be used as a guide to assist the prospective Operator in demonstrating resources and capabilities.

3.2. Agreement Required. No entity shall be permitted to use any land or improvements, conduct any Commercial Aeronautical Activity, or solicit business in connection therewith unless such activity is conducted in accordance with these Commercial Minimum Standards, as amended from time to time by the Board; and unless the entity has a valid Agreement with the Board allowing the conduct of such specifically authorized activities on the Airport. In the event of a conflict between an Agreement and the Commercial Minimum Standards, the Agreement shall govern.

Operators desiring to conduct a Commercial Aeronautical Activity shall also be required to obtain a **Commercial Aeronautical Activity Permit (Appendix One)** issued by the Board (before engaging in such Activities) and pay all applicable fees and charges established by the Board for granting such rights and privileges.

An Operator shall not engage in any form of commercial activity (aeronautical or non-aeronautical) not specifically authorized by Agreement or Permit.

3.3. Payment of Rents, Fees, and Charges. All Operators shall comply with the Rates and Charges Ordinance, or policies enacted by the Board or as otherwise specified in a written Agreement.

3.4. Premises. Operator shall occupy space on the Airport appropriate (in the Airport's sole discretion) for the type of services provided or work performed by Operator. All Commercial and Non-commercial Aeronautical Activities must be conducted on the Airport.

Ramps/Paved Tie-Downs (if required) must be adequately sized having a weight bearing capacity to accommodate the movement, staging, and parking of Operator's, (Operator's) Sub-lessee's or (Operator's) Sub-licensee's, and Customer's Aircraft (if applicable) without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxi-lanes or taxiways.

Ramps associated with hangars shall be sufficient in size 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 taxi-lanes or taxiways, whichever is greater.

Premises used for Commercial Aeronautical Activities that require multiple employees or have customers who need a badge shall have direct landside access.

Paved automobile parking shall be sufficient to accommodate all of the Operator's and Operator's Sub-lessee's or Sub-licensee's (if applicable) customers, Employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator's Premises and located near the Operator's main facility. On-street or Aircraft movement area automobile parking is not allowed.

3.5. Independent Contractors. Independent Contractors shall be permitted upon receipt of a Commercial Aeronautical Activity Permit as specified herein.

3.6. Facility Maintenance. Unless otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the Premises leased/assigned for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by the Board, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator is also expected to provide all necessary cleaning services and replace any property that has been damaged by Operator's activities.

3.7. Products, Services, and Facilities. An FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Commercial Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators must (1) conduct Activities in a safe, efficient, and first-class professional manner, (2) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, and (3) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers).

3.8. Exclusive Rights. No person shall be granted an Exclusive Right to conduct any Commercial Aeronautical Activity on the Airport as mandated by FAA regulations regarding Exclusive Rights and Commercial Minimum Standards for Commercial Aeronautical Activities.

The grant of an Exclusive Right for the conduct of any Commercial Aeronautical Activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such Exclusive Right results from an express Agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of Exclusive Rights may occur:

- a) Single Activity. The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an Exclusive Right has been granted. If there is no intent by express Agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract additional Aeronautical Activities. So long as the

opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an Exclusive Right.

- b) Space Limitations. The leasing of all available airport land or facilities suitable for Aeronautical Activities to a single enterprise will be construed as evidence of intent to exclude others. This presumption will not apply if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.
- c) Restrictions Based on Safety. Under certain circumstances, it is sometimes necessary to deny the right to engage in an Aeronautical Activity at an airport for reasons of safety.

3.9. Non-Discrimination. Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Michigan Department of Transportation (Aeronautics) (MDOT), United States Department of Transportation (US DOT) or by Federal or Michigan statute. In the event of breach of any such covenant, the Board shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Board shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Board by the US DOT, INDOT, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class of persons by reason of race, color, national origin, religion, age, sex (gender), sexual orientation, or physical or mental disability in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

3.10. Licenses, Permits, Certifications, and Ratings. Operator shall obtain, maintain, and post (display in a prominent location) all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall, upon request, provide copies to the Board.

3.11. Personnel. Operator shall have in its employ, on duty, and on Premises or readily available during Hours of Activity as specified herein for each type of Commercial Aeronautical Activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Commercial Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, Employees, and representatives. All Employees are expected to dress professionally, wearing attire that is clean and in good shape. Employees shall be trained by Operator to render high quality, courteous, and efficient service. Operator shall closely supervise service personnel to assure a high standard of service.

No offensive or profane language or symbols will be worn or displayed by any Employee. Each Employee will always conduct themselves in a professional manner. Upon receipt of a written objection from the Airport Director concerning the conduct or demeanor of any of Operator's Employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

Employees not adhering to the above requirements, in the opinion of Airport Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

3.12. Aircraft, Vehicles, and Equipment. All required Aircraft, Vehicles, and Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services.

3.13. Hours of Activity. Operators shall be open, and services shall be available to meet the reasonable demands of the public for the Activities specified herein. Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance, and in writing, by the Airport Director. Telephone numbers for after hours' emergency needs shall be clearly posted.

3.14. Safety and Security. The Airport, through the Kalamazoo County Sheriff's Office and the Airport Fire Department has overall responsibility for safety and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542, Michigan state law, and Airport ordinances. Standards and procedures for meeting these requirements are defined in the Airport Rules and Regulations, the Airport Certification Manual, and the Airport Security Program. These standards and procedures apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the USDOT, DHS, FAA, TSA, the State of Michigan, MDOT, the Kalamazoo/Battle Creek International Airport, Kalamazoo County, the Cities of Kalamazoo and Portage, and the Board governing the conduct and operation of the Airport and its facilities. Board agrees that any rules and regulations promulgated by the Kalamazoo/Battle Creek International Airport, or the Board shall not be inconsistent with any legally authorized Federal or State rules or regulations. In the event the Board is assessed and pays a fine because of an act or omission of Operator, its Employees, agents, and invitees, in violation of this Section, Operator shall reimburse the Board for such payment within (30) thirty days of the Board providing such notice of payment due.

3.15. Environmental. Operator shall at all times and in all respects comply with Local, State, and Federal laws, ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of hazardous materials on, about, or from the Airport.

3.16. Insurance. All prospective and existing Operators shall provide to the Board's satisfaction evidence of their ability to procure and maintain insurance coverage in the minimum amounts stipulated for each particular type of activity according to the insurance requirements established by the Airport in consultation with its risk management agent(s), as may be amended from time to time, and such evidence and/or certificate of insurance shall be kept on file with the Airport. Said insurance requirements are subject to periodic modification.

Operators are expected to procure and maintain insurance coverage in either the minimum amount outlined in **Appendix Three – Minimum Insurance Limits** or for the specific activity as outlined in the appropriate section.

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Michigan) satisfactory to the Board having an A.M. Best rating of B+, VIII or better. Operator shall be fully responsible for any insurance policy deductible(s) for which the required insurance applies.

3.17. Indemnity. Operators will be required, in any lease, use, or other Agreement, to indemnify the Kalamazoo/Battle Creek International Airport and Kalamazoo County and their directors, officers, officials, members, Employees, and agents for all loss, claim or damage incurred as a result of the Operator's use of and operations on the Airport.

3.18. Taxes and Assessments. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized entity associated with Operator's Premises (land and/or improvements), Operator's trade fixtures on Premises, and/or Operator's Activities.

3.19. New Activities. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed at such time on a case-by-case basis for such Activities and/or incorporated into the Operator's Agreement.

3.20. Existing Agreements. It is understood that the establishment of these Commercial Minimum Standards may not alter certain provisions or requirements of existing Agreements or Permits between the Board and existing tenants.

Existing tenants, however, are requested to comply with these Commercial Minimum Standards and any subsequent amendment thereto, as set forth herein, even if not automatically obligated to do so. All entities will become subject to these standards immediately following the expiration, termination, and/or modification of any Agreement through amendment, addendum, extension, renewal, or other means.

3.21. Construction/Alterations. All alterations and improvements, including but not limited to offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with design and construction standards established by the Airport and in accordance with applicable Federal, State and Local codes, ordinances, laws, rules and regulations. Operator shall not proceed with any construction or remodeling on the Premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including receipt of the Airport's building permit.

3.22. Sublicense/Sublease Activity. All Sublicense/Sublease Agreements require the prior written approval of the Board.

3.23. Compliance with Regulatory Measures. Operator shall observe and obey all Regulatory Measures promulgated from time to time by the DOT, FAA, DHS, TSA, INDOT, the State of Michigan, Kalamazoo County, the Cities of Kalamazoo and Portage, and the Board governing the conduct and operation of the Airport and its facilities. The Board agrees that any Regulatory Measures promulgated by the Board shall not be inconsistent with any legally authorized rule or regulation of the DOT, the FAA, the DHS, the TSA, or the State of Michigan.

Section 4 – Full-Service Fixed Base Operator (FBO)

4.1. Definition. A Full-Service Fixed Base Operator (FBO) is an entity that maintains facilities at the Airport for the purpose of engaging in Commercial Activities on the Airport. This definition includes, but is not limited to, any Commercial Aeronautical Activity within these Minimum Standards and certain specialized activities; and being authorized to conduct such a business through licensing by the Board. Only those with an Agreement with the Kalamazoo/Battle Creek International Airport may provide commercial aviation fuel services at the Airport.

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

A FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements (except fueling) of the FBO) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Board. SASOs must meet all applicable requirements for the Sublicense operation.

A FBO may engage in any SASO Aeronautical Commercial Activity or any other commercial activity (aeronautical or non-aeronautical), either directly or through a Sublicense Agreement approved in writing in advance by the Board. In providing these optional services, the FBO shall meet all applicable requirements as outlined below for the SASO activity and any other commercial activity in addition to the FBO requirements specified in **Section Four**.

4.2. Insurance. Each FBO shall maintain the following insurance policies as Required Insurance under these Rules and Regulations:

- (a) Workmen’s Compensation and Employers Liability Insurance. This insurance will pay the lessee’s obligation under Workmen’s Compensation Law of Michigan. Employer’s liability coverage shall provide limits as required by the State of Michigan.
- (b) General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences that take place during the policy period. The general liability form shall provide limits of at least the following with no deductible:
 - \$5,000,000 each occurrence for bodily injury & property damage.
 - \$5,000,000 each incident for personal and advertising injury.
 - \$5,000,000 product-completed operation aggregate.
 - \$5,000,000 general aggregate.
- (c) Business Automobile Liability Coverage. Business automobile liability insurance shall apply to any auto, including all owned, hired, and non-owned vehicles, to a combined single limit of at least \$2,000,000 each accident. Any statutorily required “No-Fault” benefits and uninsured/underinsured motorist coverage shall be included.
- (d) Aircraft Liability Insurance. This insurance shall provide Aircraft liability, including temporary substitute Aircraft and non-owned Aircraft liability, to a combined single limit of at least \$10,000,000,

limited to \$100,000 each passenger, per occurrence. Coverage shall apply to bodily injury or death and mental anguish, including passenger injuries and property damage.

- (e) Hangarkeepers Liability Insurance. Hangarkeeper’s legal liability coverage shall include protection for those lessees operating a hangar storage or Aircraft maintenance/repair service to a limit of at least \$5,000,000 each occurrence.

4.3. Premises. A FBO shall have adequate land, apron/paved tiedown, facilities (hangar, terminal, maintenance, and fuel storage), and vehicle parking to accommodate all activities of Operator and all approved sublessees, but not less than the following:

Total Leased Premises	172,800 square feet
Ramp Tie-Down	12,000 square feet 10 spaces
Hangar*	15,000 square feet
Door Clearance	16-feet
Fuel Storage**	50,000 gallons
Vehicle Parking	50 spaces

*hangar square footage can be a combination of several separate hangars but one of the hangars must be at least 12,000 square feet.

** fuel storage must accommodate at least 50,000 gallons of jet fuel

Ramp area shall provide paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft typically handled or serviced by the FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based/transient Aircraft requiring tie-down space at the Operator's Premises, but no less than ten (10) paved tie-down spaces.

Building/Facility area shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, pilot lounge, crew rest facilities, etc. and restrooms and an administrative area having adequate and dedicated space for Employee offices, work areas, and storage.

4.4. Personnel. Operator shall have at least:

- a) One (1) properly trained and qualified Employee, on each shift, providing Aircraft fueling, parking, and ground services support.
- b) One (1) properly trained and qualified Employee, on each shift (except from the hours of 8:00 pm to 6:00 am) to provide customer service and support.
- c) One (1) FAA licensed Airframe & Powerplant technician employed by the Operator and properly trained and qualified to perform Aircraft maintenance on Aircraft frequenting the Airport and shall be on-duty and on-premises for at least eight hours during Operator’s hours of activity, five days a week, or have a licensed mechanic under contract to provide the service.

4.5. Fuel Storage. The 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.

A FBO shall have a fixed fuel storage tank system (in a location designated by Board), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. All new fuel storage tanks shall be above ground and in location(s) designated by the Board, installed, operated, and maintained in accordance with all Federal, State and Local regulations. The fuel storage area must have proper signage to identify hazards and no smoking.

The system shall have adequate storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities together with a pre-approved fuel Spill Prevention Countermeasures and Control Plan that must be submitted to the Airport and kept current by Operator. Operator will submit to the Airport any updates to such documents on a timely basis or at any other time upon Airport's request.

If the FBO is providing into-plane service to scheduled air carriers, it shall have the capability of at least 50,000 gallons capacity for Jet fuel or such additional capacity necessary to refuel the largest Aircraft normally frequenting the Airport, whichever is greater.

The FBO shall meet all applicable standards necessary for the storage of fuel for general aviation and scheduled air carriers. Further, all fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of the FBO.

The 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. FBO shall provide monthly fuel reports, including total gallons of fuel delivered by type and category, to the Airport.

4.6. Fuel Training Requirements. Operator shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing". Operator's SOP shall include training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. Operator's SOP shall also address: 1) bonding/grounding fire protection; 2) public protection; 3) control of access to fuel storage facilities; and 4) marking and labeling of fuel storage tanks and refueling vehicles. Operator's SOP shall be submitted to the Airport no later than 30-days before the Operator commences activities at the Airport. Inspections shall be conducted by the Airport on a periodic basis to ensure compliance.

4.7. Fueling Equipment. An FBO shall be required to comply with and/or provide the following:

- a) Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed.
- b) Adequate bonding wires continuously inspected and maintained, on all fueling equipment.
- c) Spill kits for both fixed and mobile fuel storage tanks.
- d) An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

- e) Mobile refueling vehicles (Refuelers), designed, and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide "over-the-wing", "single point", and "bottom-loading" capability). All refueling vehicle drivers must have the appropriate operator license.
- f) Proper storage and staging of Refuelers in accordance with all applicable Regulatory Measures.
- g) FBO's shall provide both 100LL (or suitable alternative for use in piston powered Aircraft) and Jet A fuels.
- h) Refueler Size/Quantity:
 - At least one 100LL refueler with a 750-gallon minimum
 - At least one Jet A refueler with a 3,000-gallon minimum (as required)
- i) Backup Equipment. An FBO having only one Refueler per fuel type shall be required to have immediate access to the use and operation of a temporary replacement Refueler should the primary vehicle used to meet these Commercial Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written Agreement clearly stating the terms and conditions under which Refueler shall be made available to FBO. Copies of such Agreement shall be made available to the Airport Director upon request.
- j) Use of Equipment. With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

4.8. Other Equipment. In regard to line service activities, FBO shall provide tie-down facilities and equipment including but not limited to rope, chains and other types of restraining devices (e.g. wheel chocks); adequate loading, unloading and towing equipment (tugs and towbars) to safely and efficiently move Aircraft as necessary; equipment for repairing and inflating Aircraft tires, servicing oleo struts, changing oil, washing Aircraft and Aircraft windows and recharging or energizing discharged Aircraft batteries and starters; oxygen and nitrogen; equipment to clean and deodorize both the interior and exterior of Aircraft; telephone and radio contact to service personnel; tools, jacks, ground power units, and crew/courtesy vehicles.

FBO shall provide to its staff clothing and equipment based on all applicable Regulatory Measures for the safe performance of their duties.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment.

4.9. Aircraft Recovery/Removal. In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall respond to the Airport using equipment, materials and staff to promptly begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO) from the airfield during its Hours of Activity or if after Hours of Activity have staff available on-call to respond within sixty minutes.

4.10. Collection of Landing Fees. The FBO shall collect landing fees as prescribed by the Airport's Rates and Charges Ordinance from all applicable Aircraft entering the FBO's Premises and from all such applicable Aircraft for whom services are provided at other areas of the Airport. The FBO shall maintain a record of the Aircraft tail number, date and amount collected, and remit the fees to the Airport monthly, less any standard administrative charges authorized by the Airport. The FBO shall advise the Airport Director of any Aircraft Operator who refuses to pay or refuses to make satisfactory arrangements for payment of landing fees.

4.11. Fuel Flowage Fees. Operator shall submit to the Airport a monthly report of fuel deliveries and sales and shall remit to the Airport the applicable fuel flowage fee for all aviation fuel delivered. A fuel flowage fee shall be established by the Board in its sole discretion from time to time. This fee shall be assessed for fuel delivered into the FBO's fuel facilities, or for fuel obtained by the Owner or Operator of an Aircraft from a source other than the FBO and delivered to said Aircraft while on the Airport. The Operator will keep the delivery ticket (bill of lading) for each delivery of aviation fuel for a minimum of three (3) years and make them available for audit by the Airport upon request.

4.12. Hours of Operation. All expected Full-Service Fixed Base Operator services shall be continuously offered and available to meet reasonable demands of the public for this activity, seven days a week (including holidays) from 6:00 a.m. to 11:00 p.m. These services shall be available after hours, on-call, with response time not to exceed sixty (60) minutes.

Aircraft maintenance shall be continuously offered and available to meet reasonable demand of the public for this activity five days a week, eight hours a day. Aircraft maintenance shall be available after hours, on-call, with response time not to exceed sixty (60) minutes.

Section 5 – Specialized Aviation Service Operators (SASO)

5.1. Definition. A Specialized Aviation Service Operator (SASO) is an aeronautical business on the Airport conducting a limited aeronautical service, does not sell fuel, and is authorized to conduct such business through licensing by or through Agreement with the Board. This business may provide any or a combination of Aeronautical Activities listed below, and the services listed in Section Six herein. In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following standards set forth in this Section if those activities are part of the SASO's operation.

5.2. Insurance. Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.

5.3. Scope of Commercial Aeronautical Activities. Activities may include all services detailed in Section 6 of these Minimum Standards as well as the Activities listed below:

- a) Non-stop sightseeing flights that begin and end at the same airport; or
- b) Crop-dusting, seeding, spraying, and/or bird chasing; or
- c) Banner towing and/or aerial advertising; or
- d) Aerial photography and/or survey; or
- e) Power line and/or pipeline patrol; or
- f) Firefighting; or
- g) Aircraft detailing; or
- h) Air ambulance; or

Any other operations specifically excluded from 14 CFR Part 135. A SASO is not permitted to provide, sell, or dispense fuel (aviation or otherwise) to (or barter, trade, or exchange aviation fuel with) the public and/or any other entity.

An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO except fuel services) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Board. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can Sublease space from an FBO in order to meet its minimum standards as long as the FBO meets the Premises requirement for an FBO plus the requirements for the SASO activity, plus the space requirements for any additional Commercial Activities.

5.3. Premises. Unless specifically detailed for a specific Activity, building/facility requirements shall be determined by the Airport Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, restrooms, an administrative area having adequate and dedicated space

for Employee offices, work areas, storage, and vehicle parking to support anticipated Employees and customers.

SASOs can Sublease space from a Full-Service FBO or another SASO in order to meet minimum standards as long as the Full-Service FBO meets the Premises requirement for an FBO plus the requirements for the SASO activity.

5.4. Equipment. Operator shall have (based at the Airport), either owned or under a written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, equipment, and, if appropriate, continuously airworthy Aircraft to conduct the proposed Activity. Operator shall have sufficient supplies and parts available to support the Activity.

Section 6 – Specifications for Various SASO Activities

In addition to the General Requirements outlined in Section 3, each provider of SASO Activities, whether contained in the section below or anticipated, shall comply with the following minimum standards set forth.

Listed below are specifications for various SASO activities. This is not an all-encompassing list of the possible SASO activities.

6.1. Aircraft Charter or Aircraft Management Operator

- a) **Definition.** An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125. In addition to the General Requirements set forth in Section Three, each Aircraft Charter Operator at the Airport shall comply with the minimum standards set forth below.

An Aircraft Management Operator is a Commercial 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 (pilot) services to the public (and/or coordinating Aircraft fueling with the FBO, line services, ground handling, maintenance, and storage for or on behalf of the public).

- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.** An Aircraft Charter Operator engaging in this activity shall lease (or sublease/sublicense):
- (1) Land adequate for all required improvements, including apron, facilities, and vehicle parking.
 - (2) Enough paved Apron/Tiedown space to accommodate the total number of Aircraft in the operator's fleet based at the Airport. NOTE: If the operator uses a hangar(s) for the storage of operator's entire fleet at the Airport, no paved tiedowns will be required.
 - (3) Support facilities for customer and administrative areas. Maintenance and hangar areas are required if operator is conducting Aircraft maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) operator. If operator provides Aircraft maintenance on other Aircraft, operator shall meet the minimum standards for an Aircraft Maintenance Operator. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, restrooms, an administrative area having adequate and dedicated space for Employee offices, work areas, storage, and vehicle parking to support anticipated Employees and customers.
- d) **Equipment.** An Aircraft Charter Operator shall provide, either owned or under a written lease and under the full and exclusive control of Operator the type, class, size, and number of Aircraft intended to be used by Operator that are continuously airworthy and which must meet the requirements of the FAA

certificate held by Operator. The Aircraft shall be certified for and capable of use under instrument meteorological conditions.

An Aircraft Management Operator's Aircraft under management may be owned or leased by a single entity or multiple entities (including fractional ownership provided such ownership structure follows all applicable Regulatory Measures). A major shareholder, partner, member, or Owner of the Aircraft under management may also utilize the Aircraft.

- e) **Personnel.** Operator shall have in their employ at least one (1) person holding a current FAA Commercial Pilot Certificate rated to conduct the air services offered and rated to operate the Aircraft being flown.
- f) **Licenses and Certifications.** Aircraft Charter Operators shall have and provide copies to the Airport of all appropriate certifications and approvals, including without limitation, FAA Form 8400-6 (Pre-Application Statement of Intent), the registrations and amendments under Part 298 (OST Form 4507), and FAA issued operating certificate.

6.2. Aircraft Storage Facility

- a) **Definition.** An Aircraft Storage Facility is a commercial operator that develops, owns, and/or leases facilities for the purpose of (1) storing its own Aircraft used for non-commercial purposes only, or (2) subleasing Aircraft storage facilities to entities engaging in noncommercial activities.
- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.** The operator engaged in the business of storing Aircraft inside of a hangar at the Airport shall lease from the Board an area of land sufficient in size for construction of a storage building as outlined below:

	Group 1 Aircraft Hangar Storage	Group 2 Aircraft Hangar Storage
Land	8,280 square feet	16,100 square feet
Hangar	3,600 square feet	6,400 square feet
Door Clearance	16-feet	18-feet

Any building or hangar must obtain an airport issued building permit before construction can begin.

- d) **Personnel.** The operator must have someone, or a contracted service provider, available to respond to any hangar maintenance issues within an hour. Information on how to contact someone must be posted within each individual hangar or a common area if one is provided.

6.3. Commercial Hangar or Aircraft Storage Operator

- a) **Definition.** A Commercial Hangar Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of subleasing (to the public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial Aeronautical Activities. In addition to the General Requirements set forth in Section Three, each Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth below.
- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.** The operator engaged in this activity shall lease or sublease adequate land, apron, vehicle parking, and facilities to accommodate all commercial activities of the operator and operator's Airport-approved sublessee(s).
 - 1. All required improvements including, but not limited to, apron, vehicle parking, roadway, and pedestrian access, landscaping, and all facilities shall be on contiguous land.
 - 2. Unless provided for elsewhere in these Minimum Standards, building/facility requirements will be determined by the Airport Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include (or in the case of a sublease/sublicense, immediate access to) restrooms and an administrative area having adequate and dedicated space for Employee offices, work areas and storage.

Hangar area(s) may be subdivided in units of no less than 1,000 SF for the purposes of creating T-Hangars and/or "condominium" style hangars to accommodate multiple small Aircraft. All tenants and subtenants shall only store the Aircraft identified in their lease Agreement in the hangar.

6.4. Aircraft Maintenance Operator

- a) **Definition.** An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, which includes the sale of Aircraft parts and accessories. An Aircraft Maintenance Operator shall comply with 14 CFR Part 43. Operator should be capable of providing maintenance and repair to Aircraft in the following categories: single and multiple engine piston, turboprop, and turbojet Aircraft.

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

- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.** The Aircraft Maintenance Operator shall lease from the Board an area of the Airport sufficient in size based on the type of Aircraft being service:

Area Type	Group I-II		Group I-II Turbojet		Group III Turbojet	
	Group Piston/Turboprop					
Ground	21,780 sf	0.50 acre	43,560 sf	1.0 acre	54,450 sf	1.25 acre
Ramp	11,250 sf		15,000 sf		22,500 sf	
Bldg./Facility	1,000 sf		1,250 sf		1,500 sf	
Hangar	7,500 sf		10,000 sf		15,000 sf	
Vehicle Parking	3,500 sf	10-spaces	5,000 sf	14-spaces	7,500 sf	21-spaces

The building/facility shall include a customer area having adequate space for a customer lounge and restrooms, an administrative area having adequate and dedicated space for Employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for Employee work areas, shop areas, and storage for parts and equipment.

- d) **Equipment.** Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts equivalent to those required for the work to be performed. Have adequate equipment and/or supplies for the removal/disposal of solutions, cleaning agents, lubricants, and other hazardous wastes in compliance with Federal, State, County, and City regulations.
- e) **Personnel.** Operator shall have employed and on duty during hours of operation, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards for this activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one person. Operator shall employ at least one (1) certified A & P (airframe and powerplant) mechanic.
- f) **Licenses and Certification.** Operator shall hold the appropriate FAA repair station certificate (if required by the FAA), with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable repair station certifications within six (6) months of operation initiation.
- g) **Aircraft Painting.** For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and storing of materials shall be in accordance with Federal, State and Local recognized fire prevention and environmental standards.
- h) **Aircraft Removal.** If it is not being required of an existing FBO or SASO on the Airport and at the discretion of the Airport Director, the Aircraft Maintenance Operator shall have the ability to promptly remove from the public landing area (as soon as permitted by the governing regulatory body of the incident) any disabled Aircraft. This ability includes having suitable tractors, tow bars, jacks and other equipment as might be needed to remove the largest type Aircraft that could normally be expected at the Airport.

6.5. Avionics or Instrument Maintenance Operator

- a) **Definition.** An Avionics or Instrument Maintenance Operator is a Commercial 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). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth below.
- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.**

	Service	Leased Premises	Facilities
Lessee of a Stand-Alone Facility of Land for Development	Benchwork Only (no Removal and Replacement services)	Adequate land upon which all required improvements including apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.	Customer, administrative, and maintenance areas to include adequate space for a customer lounge (if required by the Airport Director), restrooms, Employee offices, work areas, shop areas, and storage
Lessee of a Stand-Alone Facility of Land for Development	Beyond Benchwork (Removal and Replacement Services)	One-quarter acre (10,890 square feet) and Hangar area shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft undergoing avionics or instrument removal or replacement. Permanent structures cannot occupy more than 50% of the leased property. The contiguous land requirement only applies if the operator is proposing the construction of new facilities and does not apply to existing facilities on the Airport.	
Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activity Operator	Benchwork Only (no Removal and Replacement services)	Administrative and Maintenance area shall be at least 500 sf to include space for Employee offices, work areas, shop areas, and storage. Operator's customers shall have access to a customer lounge (if necessary) and restrooms.	
Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activity Operator	Beyond Benchwork (Removal and Replacement Services)	Administrative and Maintenance area shall be at least 500 sf to include space for Employee offices, work areas, shop areas, and storage. Operator's customers shall have access to a customer lounge (if necessary) and restrooms.	Hangar area shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft undergoing avionics or instrument removal or replacement, whichever is greater.

- d) **Equipment.** Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts equivalent to those required for the work to be performed.
- e) **Personnel.** Operator shall have in his employ and on duty during hours of Activity never less than one person or the minimum number of persons required to perform requested services.
- f) **Licenses and Certification.** Operator shall obtain and maintain Aircraft maintenance certification under 14 CFR Part 145 for the special maintenance functions being performed. At least one (1) technician on duty shall be properly certificated by the FAA or FCC, current, and hold the appropriate ratings and medical certification for the work being performed.

6.6. Aircraft Rental

- a) **Definition.** An Aircraft Rental Operator is considered a Commercial Operator, whether it be an individual or entity engaged in the rental of Aircraft to the general public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities.

In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with the following minimum standards set forth below.

- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.** The Aircraft Rental Operator shall have a leased hangar from the Airport or have a written sublease with a hangar operator or tenant. A copy of that written sublease shall be provided to the Airport. The Operator must provide or make adequate arrangements for auto parking for customers.

Any Operator conducting Aircraft Rental shall post a notice and incorporate within the Aircraft rental and instruction Agreement, the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Director upon request.

- d) **Licenses and Certifications.** Personnel performing Aircraft proficiency checks shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being rented.
- e) **Equipment.** Own or have the Exclusive Right to operate, through a written Agreement, at least one (1) Aircraft. A copy of any written Agreement to operate an Aircraft for the satisfaction of this minimum standard shall be provided to the Airport.

6.7. Flight Training Operator

- a) **Definition.** A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction and flight check rides for the category or categories of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g., biennial flight review, instrument competency check, etc.). A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another Aircraft owner on the Airport), shall not be deemed an Aeronautical Commercial Activity.

In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following minimum standards set forth below.

- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.** The Flight Training Operator shall lease from the Airport, or provide under terms agreeable to the Board, an area sufficient in size to provide a customer area having adequate space for a classroom (if ground school is part of the business) and flight planning room, employee offices, work areas, storage, and restrooms.

The Flight Training Operator shall lease, or provide under terms agreeable to the Board, an area sufficient in size to store, park or tie-down two (2) Aircraft, or as many Aircraft as such operator reasonably expects to have on hand in such business at any one time.

The Flight Training Operator shall provide, or make adequate arrangements for, auto parking for its Employees and customers.

- d) **Personnel.** The Flight Training Operator shall employ at least one (1) flight instructor to be on duty during business hours.
- e) **Licenses and Certifications.** The Flight Training Operator who engages in a flight instruction and/or ground school business at the Airport shall obtain a State of Michigan Flight School License. Personnel shall be properly certified by the FAA, these shall be current, and each shall hold the appropriate ratings and medical certification in the Aircraft being flown.

Any Operator conducting Flight Training shall post a notice and incorporate within the Aircraft rental and instruction Agreement, the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Director upon request.

- f) **Equipment.** Operator shall have available either owned or under a written lease and under the full and exclusive control of Operator, at least one properly certified and continuously airworthy single engine

Aircraft capable for flight under instrument conditions. Aircraft shall be stored and maintained in a manner to ensure that the Aircraft remains continuously airworthy.

Flight Training Operators shall provide, at a minimum, adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.

In addition to the above equipment, equipment minimum requirements shall include but not be limited to the following: records storage, Aircraft chocks, and an inventory of flight instruction manuals, Aircraft manuals for training Aircraft, Airman's Information Manuals, and Sectional Charts.

6.8. Aircraft Sales Operator

a) **Definition.** An Aircraft Sales Operator is a Commercial Operator engaged in the retail sale of new and/or used Aircraft. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth below.

1. **New Aircraft Sales:** Operator shall engage in the sale of new Aircraft through franchises or licensed dealerships (if required by Local, County or State authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide information to purchasers regarding such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.
2. **Used Aircraft Sales:** Operator shall engage in the purchase and/or sale of used Aircraft 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.
3. **Private Sales:** Private individuals conducting a one-time sale of their own Aircraft are exempt from these minimum standards.

General: Operator shall provide information to purchasers regarding repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period.

- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.
- c) **Premises.** Building/Facility requirements shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to a customer lounge, an administrative area or work area dedicated for Employee offices, restrooms, and storage. Those individuals or entities that are in a lease Agreement or have a written sublease with a hangar operator or tenant, shall be permitted to conduct Aircraft sales at the Airport if based at an off-airport location. A copy of that written sublease shall be provided to the Airport.
- d) **Equipment.** Operator shall have information for purchasers regarding access to spare parts for the type of new Aircraft for which sales privileges are granted. Operator shall additionally provide Aircraft brochures to its customers.
- e) **Personnel.** Operator shall have in his employ and on duty during hours of Activity never less than one (1)

person or the minimum number of persons required to perform requested services.

- f) **Licenses and Certifications.** Operator shall maintain all applicable licenses, certifications, and ratings. At least one (1) Employee shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft being offered for sale.

Section 7 – Non-Commercial Operators

7.1. Private Flying Clubs

- a) **Definition.** A Private Flying Club is an entity that is legally formed as a non-profit entity within the State of Michigan (or foreign entity authorized to operate in the State of Michigan) that operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace club Aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).

The Private Flying Club shall notify the Airport in writing of its presence on the Airport. Upon request by the Airport, the Private Flying Club will furnish the Airport a copy of its charter and bylaws, articles of association, partnership or membership Agreement(s), and/or other documentation supporting its existence; a roster, or a list of members, 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 club shall be available for review at any time by the Airport Director or other representatives of the Board of Trustees.

- b) **Insurance.** Evidence of insurance in the form of a certificate of public liability and property damage insurance, with a combined single limit of not less than \$1,000,000, containing a clause providing for thirty (30) days prior notice of cancellation; a document signed by the club and its members agreeing to indemnify and hold harmless the Airport and Kalamazoo County from any loss by reason of the existence of the club at the Airport.
- c) **Aircraft.** The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all of its members. The property rights of the members of the Private Flying Club shall be equal and 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.

Ownership of club Aircraft shall be evidenced by a copy of each club Aircraft's current FAA Certificate of Registration, which shall be filed with the Airport.

- d) **Minimum Standards and Rules and Regulations.** A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Commercial Minimum Standards and all other applicable Regulatory Measures, including Airport Rules and Regulations. A Private Flying Club shall not be required to meet the minimum standards for Aircraft Rental or Flight Training Operators so long as the Private Flying Club restricts membership from the general public as stated above.
- e) **Compensation.** No member (owner) of a Private Flying Club shall receive compensation (be paid) for services provided to the Private Flying Club or its members (owners) unless such member (owner) is an authorized/approved Operator. This does not include the 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.

No member (owner) 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.

The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its Aircraft. Private Flying Club Aircraft shall not be used by members for rental, or by anyone for charter or lease.

Private Flying Clubs may not offer or conduct charter, air taxi or Aircraft rental operations. They may not conduct Aircraft flight instruction except for members, and only members of the Private Flying Club may operate the Aircraft (including flight instructors), except for ferrying operations or maintenance flight checks. Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a Private Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Private Flying Club.

7.2. Non-Commercial Private Hangar Operator

- a) **Definition.** A Non-Commercial Private Hangar Operator is an entity that develops, constructs, and/or owns or leases one or more hangar structures for the primary purpose of storing Aircraft used for Private Non-Commercial purposes only. In addition to the General Requirements set forth in Section Three, each Non-Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth below.

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. If Aircraft is leased, Operator shall provide the Airport Director with a copy of the Aircraft lease.

No Commercial Aeronautical Activity of any kind shall be permitted on or from the Premises. Operator shall not be permitted to Sublease (or share) any portion of the Premises to any other entity except those Operators who are tenants of record when the Non-Commercial Private Hangar Operator enters into a lease Agreement with the Airport or those Operators who are an authorized subtenant at the Premises after the Airport's prior written consent to such sublease. Operator shall not barter, trade, or exchange any aeronautical goods and services with any other entity. Operator shall not participate in any cooperative* Aeronautical Activities with any other entity (i.e., engage in any joint activities or share** any resources).

**Cooperative shall mean performed in collaboration with others.*

***Share shall mean to participate in, use, enjoy or experience jointly or in turns.*

Operator may fuel, maintain, repair, clean, and/or otherwise service its own Aircraft (as defined in this Section) in accordance with all applicable Regulatory Measures provided the Operator does so himself or the Operator's own Employees, vehicles, equipment, and resources are utilized.

- b) **Insurance.** Operator shall be required to obtain and maintain insurance in accordance with the Airport's current, approved insurance requirements as outlined in Appendix 3 of these Minimum Standards.

c) **Premises.**

Area Type	Group I-II Piston/Turboprop		Group I-II Turbojet		Group III Turbojet	
	Ground	32,670 sf	0.75 acre	43,560 sf	1.0 acre	54,450 sf
Ramp	11,250 sf		15,000 sf		22,500 sf	
Bldg./Facility	--		--		--	
Hangar	7,500 sf		10,000 sf		15,000 sf	
Parking	3,500 sf	10-spaces	5,000 sf	14-spaces	7,500 sf	21-spaces

- d) **Ownership Structure.** The hangar/building shall be owned by a single entity. All Aircraft, vehicles, and/or equipment stored in (or operating out of) the hangar must be owned and/or leased and under the full and exclusive control of the same entity that entered into a lease with the Airport or those Operators who are an authorized subtenant at the Premises after Airport’s prior written consent to such sublease. By prior written Board approval, a major shareholder, partner, member, or Owner of the same entity may utilize the hangar for storage of Aircraft owned by the individual, subject to the same conditions stipulated in this section.

7.3. Self-Service Fueling Operator

- a) **Introduction.** This section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities including requirements within these Minimum Standards, the Airport Rules and Regulations Ordinance and any other pertinent rules and regulations. All parties who dispense Non-Commercial Aircraft fuel at the Airport must hold a Non-Commercial Self-Service Fueling Permit (the “Permit”) issued by the Airport as outlined in Appendix Two.
- b) **Service Provided.** Operator may fuel and otherwise service its own Aircraft provided the Operator does so itself (or its Employees do so) using its vehicles, equipment, and resources (fuel) and that the fueling is performed in accordance with all applicable Regulatory Measures.
- c) **Limitations and Restrictions.** Permittees holding a Permit shall be restricted from selling and dispensing Aircraft fuel to other Airport users, including locally based and transient Aircraft. Fueling of any Aircraft not owned or leased by Permittee shall constitute a violation of the Permit and consequently call for immediate revocation of said Permit. Prior to Permit issuance, and also upon request, at any time by the Airport, Permittee shall provide evidence of ownership or lease of any Aircraft being fueled.
- d) **Term.** Permits shall have a term of one (1) year unless terminated in writing as outlined below by either Permittee or Airport.
- e) **Permit Application.** Individuals and corporations requesting the privilege to conduct Non-Commercial Self-Service Fueling Operations shall provide the following in writing to the Airport. The request shall contain the following information:

1. Aircraft type, model, passenger size, fuel type, tank size and consumption rate in hours.
2. Evidence of ownership or lease of the Aircraft.
3. The number of hours flown, total fuel consumption and the amount of fuel pumped for the Aircraft for each of the previous three (3) years.
4. Detailed description of the methods of fuel storage, dispensing and handling.
5. Description of the type of operations; and
6. Any other information pertinent to the operations or specifically requested by Airport.

No entity shall engage in Self-Service fueling activities unless a valid Non-Commercial Self-Service Fueling Permit (the "Permit") authorizing such activity has been obtained from the Airport Director.

The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service fueling standards, which shall be included in the Permit by reference.

- f) **Reporting.** Permittee shall report to the Airport all fuel delivered to the approved Permittee's fuel storage facility during each calendar month, providing the Airport a copy of the fuel delivery report; and submit a summary report along with appropriate fees and charges due, on or before the tenth (10th) day of the subsequent month.

Permittee shall, during the term of the Permit and for three (3) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available to the Airport for review/audit. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due, plus annual interest on the unpaid balance at the lesser of eighteen percent (18%) or the maximum rate allowable by law from the date originally due.

- g) **Storage.** 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 reasonably necessary to meet the requirements set forth herein.

A Self-Service Fueling Operator shall have a fixed fuel storage tank system (in the location designated by the Board), containing safety fixtures, and filtration systems to ensure quality in accordance with applicable standards. Storage tanks shall be built, installed, operated, and maintained in accordance with all Federal, State and Local regulations. All storage tanks shall be above ground.

The system shall have at least 10,000 gallons of storage for each type of fuel dispensed. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan, as applicable.

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.

In the interest of safety, security, and environmental protection, the Board has the right to designate the location of Self-Service Fueling Operator fuel storage facilities.

- h) **Requirements.** A Self-Service Fueling Operator shall be required to comply with and/or provide the following:

1. Fuel dispensing equipment, meeting all applicable Federal, State, and Local requirements for each type of fuel dispensed.
 2. Adequate bonding wires on all fueling equipment.
 3. Spill kits for both fixed and mobile fuel storage tanks.
 4. An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.
 5. A mobile refueling vehicle (Refueler), designed, and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having a separate dispensing pump for each grade of fuel.
 6. Proper storage and staging of Refuelers in accordance with Airport Rules and Regulations, Federal, State and Local regulations/requirements.
 7. All fueling equipment shall be inspected in accordance with Federal, State, and Local requirements, as well as any best management practices determined by the fuel provider.
- i) **Limitations.** Operators shall not sell and/or dispense (barter, trade, or exchange) fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Operator. Any such selling or dispensing (bartering, trading, or exchanging) shall be grounds for immediate revocation of the Permit by the Airport Director.

At least one properly trained person shall be on duty at all times when Fueling Operations are being conducted. Each refueling attendant shall receive training regarding refueling operation, Aircraft to be refueled, proper procedures to be followed prior to and during refueling operations.

- j) **Coop Fueling.** Joint or co-operative fueling (co-op fueling) is prohibited.
- k) **Self-Serve Fueling Facilities.** The use of commercially available common use Self-Serve fueling facilities is not considered to be Self-Service Fueling as defined in this section.
- l) **Cancellation of Permit**
1. Cancellation by Permittee. The Permit may be canceled by Permittee upon written notice to the Airport.
 2. Cancellation by Airport. The Permit shall be subject to cancellation in the event Permittee:
 - i. Is in arrears for a period of ten (10) days after the time such payments become due regarding all or any part thereof the amounts agreed upon.
 - ii. Discontinues Fueling Operations.
 - iii. Fails to comply with any Airport, Local, State or Federal requirements or rules regarding Fueling Operations.
 - iv. Violates any safety procedure of the Airport, or any local, state, or federal safety guidelines.

- v. Fails to retain any form of required insurance.
- vi. Fails to report or submits inaccurate fuel flowage and any other information requested by Airport.

Failure to comply with the applicable standards set forth herein may result in the suspension of the applicable activity permit issued to Operator for the first violation. Any subsequent violation may result in permanent revocation of the associated permit thereby removing any right of the Operator to conduct the activities granted under the Permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations.

Failure to comply may also result in the termination of other Agreements between the Operator and the Board.

Section 8 – Multiple Specialized Aviation Service Operator

8.1. Definition. An individual or entity, not considered a Full-Service Fixed Base Operator, providing any two or more of the aeronautical services for which Minimum Standards have been provided is considered a Multiple Specialized Aviation Service Operator.

8.2. Insurance. The Multiple SASO shall obtain, at a minimum, any insurance coverage that is equal to individual insurance requirements of all aeronautical services being performed in each identified Activity in these Minimum Standards.

8.3. Premises. Provide the facilities, equipment, and services required to meet the Minimum Standards as herein provided for all Commercial Aeronautical Services the Multiple SASO is performing.

8.4. Equipment. Comply with the Aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all Aircraft owned or under lease by the Multiple SASO provider.

Section 9 – Specialized (Temporary) Aviation Service Providers

9.1. Introduction. The Airport recognizes that Aircraft operators using the Airport may require specialized assistance not currently available at the Airport with the maintenance or service needs of their Aircraft and/or the flight training of their pilots. When this assistance is not available on the Airport through an existing operator(s) due to either the specialized nature of the maintenance service, and/or flight training requirements, the Airport may allow an Aircraft operator to use the services of a qualified person or entity to provide such services.

Specialized Temporary Aviation Service Providers shall comply with the applicable portions outlined in Section 3 of these Minimum Standards that are applicable to all commercial operators and all applicable laws, ordinances, federal and state regulations, and the Airport’s Rules and Regulations.

9.2. Scope of Activity. Operator shall conduct activity on and from the leased premises of an Aircraft operator in a professional manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

9.3. Permits. The Operator must fill out and submit the Temporary Aeronautical Business Permit Application to the Airport Director on behalf of a Temporary Specialized Air Service Operator. The Operator shall obtain a thirty (30) day permit, issued by the Airport Director, prior to engaging in activity on the Airport. Renewal shall be subject to the Operator’s compliance with all terms of the permit.

9.4. Insurance. The Temporary Specialized Air Service Operator shall procure and maintain minimum insurance in accordance with the requirements for the service as outlined in Appendix 3 of these minimum standards.

9.5. Licenses and Certifications. The Temporary Specialized Air Service Operator shall have and provide to the Airport evidence of all required agency licenses and certificates.

9.6. Fees. The Temporary Specialized Air Service Operator shall pay fees as outlined in the current version of the Airport’s Rates and Charges.

Section 10 – Private Hangar Construction

10.1. Introduction. Individuals or organizations wishing to construct a hangar on Airport property for private use shall be subject to the standards and procedures of this subsection. The need for the construction of a private hangar can range from an individual or a flying club for a recreational Aircraft to an organization needing to house an Aircraft used in conducting business operations.

10.2. Design and Construction. All hangar construction proposals shall be approved by the Airport. Individuals or organizations shall be required to enter a contract with the Airport prior to construction.

Construction of all hangars shall meet all federal, state, and local building codes, ordinances, laws, and regulations. Design of the hangar and its associated infrastructure shall include sufficient area for the safe and efficient movement of Aircraft and not temporarily or permanently restrict the movement of other Aircraft, vehicles, equipment, or impact the safety and efficiency of Airport operations.

10.3. Maintenance and Upkeep. Hangar owners shall also be responsible for the maintenance and upkeep of all aspects of hangar maintenance including utilities, structural integrity, and associated infrastructure such as landscaping, sidewalks, parking lots, and taxilanes (as applicable).

Section 11 – Application/Permit

11.1. Introduction. Any entity desiring to engage in any Aeronautical Activity at the Airport shall submit a written application to the Airport Director for a Lease Agreement, Operating Agreement, and/or Commercial Aeronautical Activity Permit (Permit).

11.2. Application. The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist outlined below and thereafter shall submit any additional information that may be required or requested by the Airport Director in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, reference, etc.

A business proposal application submitted to the Airport Director shall include descriptions of or information required by the following (as applicable):

- a) The proposed nature of the business.
- b) Name of all principals and/or holding company to include a short resume for all principals and financial backers.
- c) Short resume of the manager of the business (if different from above) including this person's experience and background in managing business similar in nature.
- d) List of three references (include name, title, company, telephone number, Email and address).
- e) Intended scope of operation and/or development. Include list of services to be offered.
- f) Business plan for proposed operation including any market analysis.
- g) Number and type of Aircraft that will be provided, if applicable.
- h) Equipment necessary and special tooling to be provided, if any.
- i) Number of persons to be employed (specify full and part time).
- j) Periods (days and hours) of proposed operation.
- k) Amount of space/land that will be leased (include preferred location).
- l) Construction cost estimate.
- m) Construction schedule.
- n) List of any prospective sub-tenants and uses.
- o) Evidence of financial responsibility to perform project and operation, including audited financial statements prepared or certified by a Certified Public Accountant.
- p) A current credit report (from a major credit reporting agency) for each entity 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 (10) period immediately prior to such application.

- q) 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 applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate review procedures of the Board.
- r) Proof that the Applicant has or will have the capability of having the minimum insurance coverages, as specified by the Airport Director, by attaching hereto 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.
- s) Statement of past work experience in conducting proposed operation and construction.
- t) Evidence of projections for the first year and the succeeding four (4) years.
- u) Marketing plan to include methods to be used to attract new business (advertising and incentives).
- v) Plans for physical expansion if business should warrant such expansion.
- w) A listing of assets owned, being purchased, or leased, which will be used in the business on the Airport.
- x) A written authorization for use by the Airport Director to the FAA or other applicable entity for any aviation or aeronautics commissions, administrators, departments of all States in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute all such forms, releases, or discharges as may be required by those agencies.
- y) Such other information as the Airport Director may require.

No application will be deemed complete that does not provide the Airport Director with the information necessary to make a meaningful assessment of Applicant's prospective operation and determine whether the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan.

11.3. Approval Process. All applications will be reviewed and acted upon by the Airport within ninety (90) days from the receipt of the application. Applications may be denied for one or more of the following reasons:

- a) The applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards.
- b) The applicant's proposed operations or construction will create a safety hazard on the Airport.
- c) 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.
- d) There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the applicant.
- e) The proposed operation, development and/or construction does not comply with the approved Airport Layout Plan.
- f) The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the

existing FBO/SASO areas, or will result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.

- g) Any entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
- h) Any entity applying, or having an interest in the business, has a record of violating any Airport Rules, or the Rules and Regulations of any other airport, any aviation related Federal entity rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other airport.
- i) Any entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Airport or any Agreement at any other airport.
- j) Any entity applying or having an interest in the business is not sufficiently credit worthy and responsible, in the sole judgment of the Airport, to provide and maintain the business for which the application relates to promptly pay amounts due under an Agreement.
- k) The applicant does not have the finances necessary to conduct the proposed operation for at least six months.

The Airport reserves at all times the right to approve or disapprove the application of any proposed Aeronautical Activity. Such approval shall consider the aforementioned standards along with an analysis of the business background, financing, and proposed plans for the development of an Aeronautical Activity. Final approval by the Airport shall thus be based on an appraisal of the application in regard to the purposes and intent as set forth and based on a commonly acceptable business analysis.

11.4. Validity. Permits shall be valid for a period of no more than one (1) year and are subject to all terms and conditions specified therein and/or incorporated by reference. Permits that are tied to a lease/operating Agreement may assume the term of the Agreement and may exceed the one (1) year limitation described above. Permits shall not be assigned or transferred.

11.5. Permit Fees. All Operators shall pay fees as specified by the Airport as described in the Airport's annual Rates and Charges Resolution.

11.6. Change of Condition. Any changes in the condition of an approved Permit shall be reported to the Airport in writing within thirty (30) days prior to the anticipated effective date of such change. Operator shall clearly describe the proposed changes to the approved Permit including any impacts and/or material changes. Permit shall be subject to further modification, revocation, denial by the Airport at its sole discretion should such change of condition(s) be determined to be unacceptable by the Airport at any time.

Appendix One – Commercial Aeronautical Activity Permit

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



COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

The Kalamazoo/Battle Creek International Airport Aeronautics Board of Trustees ("Board"), the "Grantor" grants to:

(GRANTEE OR COMPANY NAME)
(ADDRESS)

As a condition of being granted the right to use Airport property and conduct the activity or activities set forth on Exhibit A, (attached hereto), at the Kalamazoo/Battle Creek International Airport, the Grantee will:

1. Comply with all applicable Regulatory Measures including, but not limited to, those specified in the Airport's Minimum Standards and Airport Rules and Regulations documents, copies of which accompany this permit and are incorporate in reference; and
2. Comply with any directives issued by the Airport or Airport Director governing or pertaining to the Activity or Activities authorized by this permit and/or the use of Airport property; and
3. Pay the fees and charges set forth by the Airport for the Activity or Activities authorized by the permit and/or for the use of the property; and
4. Procure and maintain insurance set forth in the Minimum Standards or as required by the Authority for the Activity or Activities authorized by this permit and/or for the use of the property; and
5. Protect, defend, and hold the Airport and its officers and Employees completely harmless from and against liabilities, losses, suits, claims, judgment, fines, or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Premises by Grantee, or the acts or omissions of Grantee, its officers, agents, Employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death, or damage is caused by the act or omission of the Airport, its agents, representatives, contractor, or Employees. The Airport shall give to Grantee reasonable notice of any such claims or actions; and
6. Grantee shall clean, restore, repair, and pay for any damage to Airport property, facilities or equipment resulting from its activities on the Airport.

The term of this permit shall commence as of the _____ day of _____ and continue until _____.

Issued: _____

RECEIVED AND ACKNOWLEDGED BY

Kalamazoo/Battle Creek International Airport

By: _____

By: _____

Its: _____

Its: _____

Appendix Two – Non- Commercial Self-Service Fueling Operator Permit

Date of Issuance:
Issuer: Kalamazoo/Battle Creek International Airport
By:
Its:

ACCEPTANCE

The undersigned as Permittee hereby agrees, in consideration of the revocable permit granted by the Kalamazoo/Battle Creek International Airport to perform and abide by the terms, conditions, restrictions and obligations as specified in the Kalamazoo/Battle Creek International Airport Commercial Minimum Standards, the Airport Rules and Regulations Ordinance and all other applicable Airport, Local, State and Federal requirements that apply to Non-Commercial Self-Service Fueling Operations.

Termination: This Permit shall terminate on or before _____

Date of Acceptance:	
Permittee:	
Company:	
Signature:	
Name:	
Title:	
Address:	
Phone:	Mobile (if applicable):
E-Mail:	

Appendix Three – Minimum Insurance Policy Limits

Unless specified in a specific section of these Commercial Minimum Standards, the table below outlines the minimum insurance limits required to conduct a Commercial Aeronautical Activity on the Airport.

Type of Insurance	Minimum Limits
Personal Property	\$500,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Hangar Keepers Liability	\$1,000,000 each occurrence
Aircraft Liability	\$1,000,000 each occurrence
General Liability	<p>\$1,000,000 each occurrence \$1,000,000 each incident for personal and advertising injury \$1,000,000 product- completed operation aggregate \$1,000,000 general aggregate</p> <p><u>Fueling General Aviation Aircraft Only:</u></p> <p>\$10,000,000 each occurrence for bodily injury & property damage. \$10,000,000 each incident for personal and advertising injury. \$10,000,000 product-completed operation aggregate. \$10,000,000 general aggregate.</p> <p><u>Fueling GA and Airline/Cargo Aircraft:</u></p> <p>\$25,000,000 each occurrence for bodily injury & property damage. \$25,000,000 each incident for personal and advertising injury. \$25,000,000 product-completed operation aggregate. \$25,000,000 general aggregate.</p>
Automobile Liability	\$1,000,000 each accident
Umbrella/Excess Liability	\$1,000,000 aggregate