



KALAMAZOO/BATTLE CREEK INTERNATIONAL AIRPORT

An Ordinance Establishing
Ground Transportation Rules and Regulations
for the
Kalamazoo/Battle Creek International Airport

Approved by
Kalamazoo County Aeronautics Board of Trustees

July 11, 2024

Section 1 – Introductions and General Provisions

- 1.1. **Objective.** The objective of this Ordinance is to promote high quality and reasonably priced ground transportation services consistent with public need, safety, and convenience; ensure the efficient movement of passengers to and from the Airport; foster respectful competition among ground transportation providers and develop revenue for support of the Airport facilities as operated by the Kalamazoo | Battle Creek International Airport.
- 1.2. **Adoption of Regulation Shall Not Constitute Grant of Rights.** The adoption of this Ordinance is not intended to, and shall not be construed to, grant any property right or expectation to any person whomever. The Airport expressly reserves the right to amend this Ordinance at any time. Additionally, the Airport reserves the right to limit or restrict access to any area of the Airport without the issuance of prior notice, for reasons including, but not limited to, safety and security of the general public, construction or renovation work at the Airport, or acts of God. Any person who determines to invest time and financial resources in ground transportations operations at the Airport does so with full knowledge of the foregoing provisions and shall have no right or standing to make claim whatsoever against the Airport by reasons of any subsequent amendment to this Ordinance, or any limitation or restriction of access to the Airport aforesaid.
- 1.3. **Severability.** All provisions and any and all portions of this Ordinance are severable from all other provisions or portions of provisions of this Ordinance. If any one or more provisions or portions of provisions of this Ordinance are declared invalid, unconstitutional, or unenforceable by the valid judgement or decree of a court or competent jurisdiction, such invalidity, unconstitutional or unenforceable shall not affect any of the remaining provisions or portions of provisions of this Ordinance.
- 1.4. **Discretion.** Whenever any provision of this Ordinance provides that certain action may be taken only with consent or approval, or if a determination or judgement is to be made, such consent or approval may be granted or withheld or such determination or judgement shall be made, of the sole and absolute discretion of the Airport Director and/or their designated representative.
- 1.5. **Observation of Laws.** Operators shall at all times comply with the provisions of this Ordinance, all other applicable ordinances, rules, regulations, and policies of the Airport, and all applicable federal, state, and local laws, rules, regulations, and ordinances. The Airport may conduct or contract with a third party to conduct vehicle inspections on Airport property to ascertain compliance with any of the foregoing. Failure to observe this Ordinance or federal, state and local laws, rules regulations, and ordinances may result in the suspension or revocation of operating privileges.
- 1.6. **Enforcement.** The Kalamazoo County Sheriff's Airport Unit Office, shall have the power and the duty to enforce state and local ordinances, and the Airport shall have the power and duty to administer this Ordinance, and to design and require the use of such forms, and to establish such procedural rules as from time to time it deems necessary or conducive to the proper and efficient administration of the Ground Transportation System at the Airport.

Section 2 – Definitions

- 2.1 **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.
- 2.2 **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.
- 2.3 **Airport Director Designated Representative(s)** means the person(s) selected or appointed by the Airport Director to carry out selected tasks in their absence.
- 2.4 **Americans With Disability Act (ADA)** means the Americans with Disability Act of 1990 (ADA).
- 2.5 **Applicable Laws** – means any federal, state, local, municipal statute, law, ordinance, regulation, rule, or code.
- 2.6 **Application or “App”** means the mobile smartphone application or platform developed by any company that connects users with a service applicable to this ordinance.
- 2.7 **Automated Vehicle Identification (AVI) System** means a tool by which the Airport receives billing information, monitors activity, collects data for curb allocations, and enforces holding lot and curb dwell time restrictions. The AVI system consists of transponders, roadway antenna, billing computers and violator cameras.
- 2.8 **Board or Board of Trustees** means the Kalamazoo County Aeronautics Board of Trustees.
- 2.9 **Car Sharing Company** means a person operating in this state that uses a digital network to connect peer to peer persons to rent a car.
- 2.10 **Courtesy Shuttle Vehicle** means vehicles provided by hotels, motels, or operators of off-airport parking or car rental facilities to pick up and/or deliver said guests or others to Kalamazoo/Battle Creek International Airport.
- 2.11 **Dispatch System** means any hardware, software, mobile device, or on-line enabled application used by a limousine carrier or a taxicab carrier to connect limousine drivers or taxicab drivers to potential passengers.
- 2.12 **Dispatch system provider** means a person operating in this state that uses any device, method, means, or arrangement, including a dispatch system, to connect potential passengers with a limousine carrier, taxicab carrier, limousine driver, or taxicab driver.

- 2.13 **Driver** means a person who drives or is in actual physical control of a taxicab, limousine, courtesy shuttle, or other ground transportation vehicle.
- 2.14 **For-hire services** means the picking-up and carrying of passengers for hire at Kalamazoo/Battle Creek International Airport; it does not include the dropping off of passengers at the Airport.
- 2.15 **Limousine** means a self-propelled motor vehicle, used in the carrying of passengers and the baggage of passengers for hire with a seating capacity of eight (8) passengers or fewer, including the driver.
- 2.16 **Limousine carrier** means a person who, either directly or through any device, dispatch system, or arrangement, holds himself or herself out of the public as willing to transport passengers for hire by limousine.
- 2.17 **Limousine driver** means an individual who uses a limousine to provide transportation services to potential passengers.
- 2.18 **Notice of Violation (NOV)** means a violation prepared by an employee of the Airport or the Kalamazoo County Sheriff's Office Airport Unit at or around the time of any incident that the representative believes constitutes a violation of this Ordinance. The form shall set forth, at a minimum, the name of the Driver, the name of the Operator for whom the Driver is conducting business, the passenger and/or complainant inclusive of their contact information, the license plate number of the vehicle, the Airport issued Permit Decal (if applicable), and the date, time, location, and nature of the alleged violation. Disciplinary action will be taken against the Driver and/or Operator; and the NOV will be placed in the Operator's file.
- 2.19 **Permit** means the rights issued by the Airport to an approved Operator to conduct Ground Transportation Operations on Airport property in accordance with this Ordinance.
- 2.20 **Person** - means an individual, sole proprietorship, partnership, corporation, association, or other legal entity.
- 2.21 **Personal vehicle** means a motor vehicle with a seating capacity of eight (8) passengers or fewer, including the driver, that is used by a transportation network company driver owned, leased, or otherwise authorized for use by the transportation network company driver and is not a taxicab, limousine, or commercial vehicle.
- 2.22 **Taxicab** means a motor vehicle with the seating capacity of eight (8) passengers or fewer, including the driver, that is equipped with a roof light and that carries passengers for a fee usually determined by the distance traveled.
- 2.21 **Taxicab carrier** means a person who, either directly or through any device, dispatch system, or an arrangement, holds himself or herself out of the public as willing to transport passengers for hire by taxicab.
- 2.22 **Taxicab driver** means an individual who uses a taxicab to provide transportation services to potential passengers.

- 2.23 **Taximeter** means a mechanical or electronic instrument or device that measures the distance driven and calculates the charge for hire upon which such charge is indicated by means of numerical figures.
- 2.24 **Taxistand** means a portion of the Airport designated by the Airport for the loading, unloading, or parking of taxicabs, courtesy shuttle vehicle, limousines, or other ground transportation vehicles.
- 2.25 **Transportation Network Company** means a person operating in this state that uses a digital network to connect transportation network company riders to transportation network company drivers who provide transportation network company prearranged rides.
- 2.26 **Transportation network company digital network** means an online enabled application, website, or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.
- 2.27 **Transportation network company driver** means an individual who receives connections to potential passengers and related services for a transportation network company in exchange for payment of a fee to the transportation network company.
- 2.28 **Transportation network company prearranged ride** means the provision of transportation by a transportation network company driver to a transportation network company rider, beginning when a transportation network company driver accepts a ride requested by a transportation network company rider through a digital network controlled by a transportation network company.
- 2.29 **Vehicle** means a taxicab, courtesy shuttle vehicle, limousine, peer-to-peer vehicle, or other ground transportation vehicle.

Section 3 – Securing Permits

- 3.1 **Permit Required.** Each Operator that desires to transport passengers from the Airport must secure a Permit.
- 3.2 **Application Process.** Any Operator seeking to obtain a Permit at the Airport must complete and return an application to the Airport. Requests for Applications may be made via email at azofinance@kalcounty.com.
- 3.3 **Types of Permits.** Operators may apply for one of the following classes of Permits:
- 3.3.1 Regular Use Permit. A Permit issued to an approved Operator whose annual number of trips from the Airport is likely to exceed (40). If an Operator has historically taken 40 or more trips from the Airport per Permit year, such Operator shall be deemed to be a Regular User.
- 3.4 **Term of Permits.** The term of the Regular Use Permit issued to an Operator will be from January 1 to December 31 of the succeeding year. Permits may be prorated if applied for mid year. From time to time the Airport, at its sole option, may extend the term of a Permit to facilitate Airport requirements.
- 3.5 **Completed Application.** Completed applications may be mailed to the address specified within the Application or hand delivered to the Airport Administration Office. The completed Application must be submitted before the Airport issued deadline and contain all information set forth in Section 3.6. A company check and/or money order for the Privilege Fee is to be mailed to the address specified in Section 5.1. Failure to submit a Completed Application and Privilege Fee by the specified deadline may disqualify Applicant from receiving a Permit by January 1st. Applicants will be advised via email of deficient application.
- 3.6 **Permit Issuance.** No permit to operate a vehicle shall be issued or re-issued until the owner or operator thereof submits an application to the Airport on a form provided by the Airport. The application shall contain the following information:
- 3.6.1 Proof of registration issued under the Michigan vehicle code, 1949 PA 300, MCL 257.1 to 257.923, or proof of registration issued by another state for each personal vehicle that he or she intends to use to provide transportation network company prearranged rides. This subdivision applies only to a transportation network company.
- 3.6.2 The names, including any assumed names, addresses and telephone numbers of the person(s) who owns and operate vehicle(s). If a partnership, corporation, or limited liability company is the owner or operator, the names, addresses and telephone numbers of the partners, members or officers must also be supplied.
- 3.6.3 A copy of the title for each vehicle(s) that shows ownership of the vehicle in the name of the applicant.

- 3.6.4 A copy of insurance certificates evidencing at least the following coverages, unless greater insurance coverage is required by any other Airport ordinance:
- Automotive liability in the amount of \$100,000 each person, \$300,000 each occurrence, bodily liability, \$100,000 property damage liability and all no-fault coverage;
- 3.6.5 A copy of a license issued by the State of Michigan or any other municipality to operate a vehicle(s);
- 3.6.6 A fee may from time to time be set by the Airport.
- 3.7 Upon the filing of a properly completed application and the payment of the fee, the Airport will determine whether the applicant is in compliance with the terms of this ordinance. If the Airport determines the applicant to be in compliance with this ordinance the Airport will issue the permit.
- 3.8 Any permit issued by the Airport pursuant to Sec. 3.1 will be subject to the following conditions:
- 3.8.1 It will be issued for a period of twelve months beginning with the first day of the month in which issued, or prorated if applied for mid year;
- 3.8.2 It will be non-exclusive;
- 3.8.3 It will not be construed to constitute a property right;
- 3.8.4 Payment of the fee is confirmed by the Airport;
- 3.8.5 The interior of the vehicle(s), including the luggage compartment, shall be maintained at all times in a condition so as to be free of grease, dirt, and trash. The vehicle(s) shall also be free of all offensive odors and its interior seat fabric shall not be ripped or torn.
- 3.8.6 The exterior of the vehicle(s) shall be clean and undamaged, including the body and all painted surfaces, hubcaps, lights, grills, and bumpers,
- 3.8.7 The vehicle(s) shall not leak excessive amounts of oil or otherwise damage the Airport premises;
- 3.8.8 All of an owner's vehicles shall be identified by the same color scheme, identifying design, monogram, or insignia, all of which shall be professionally painted with identification of sufficient size so as to be readily legible and identifiable,
- 3.8.9 The vehicle(s) shall conform to the minimum operating and safety conditions required by the State of Michigan and Kalamazoo/Battle Creek International Airport;
- 3.8.10 The driver shall have a valid license issued by the State of Michigan or any other municipality to operate a vehicle(s);
- 3.8.11 All taxicabs shall be equipped with operational and accurate taximeters,
- 3.8.12 Vehicle(s) shall be subject to inspection by the Airport or its agents at any time and

without advance notice to determine compliance with the conditions of the business permit. Any vehicle that fails to pass such an inspection shall not be allowed to operate at the Airport until all specified unsatisfactory conditions have been corrected;

- 3.8.13 The maintenance of the insurance specified in Section 3.6.4,
- 3.8.14 A driver must not solicit, entice or otherwise influence any person to occupy or engage a vehicle for transporting from the airport;
- 3.8.15 A driver shall at all times remain in the immediate vicinity of the vehicle, except when required or permitted by the Airport;
- 3.8.16 A driver shall not engage in loud, profane, threatening, or abusive language, disruptive conduct, or fighting. A driver shall not engage in any form of card playing or in any form of gambling or other games of chance on Airport property. A driver shall not sleep, doze or nap while in the vehicle at the Airport;
- 3.8.17 A driver shall be courteous at all times and shall assist passengers with the handling of passengers' luggage into and out of the vehicle. ;
- 3.8.18 A driver shall not litter upon the airport nor clean the interior or exterior of the vehicle while waiting at a Taxistand or anywhere else. A driver shall not perform any preventive maintenance on a vehicle while on Airport property nor make any repairs, major or minor;
- 3.8.19 A driver shall not consume alcoholic beverages or drugs while on the Airport nor bring any deadly or dangerous weapon on the Airport unless the driver has been granted a license to carry such weapon from the appropriate governmental authorities and has furnished the Airport Director with a copy of such license. In no event shall any deadly or dangerous weapon be displayed or used on the Airport,
- 3.8.20 All taxicab trips from the Airport shall be made with the meter running and the fare for such trip(s) shall be at the meter rate(s) prescribed by law, except to the extent that flat rate trips are permitted by the State of Michigan or any other municipality that has licensed the vehicle. There shall be posted in a conspicuous place on the inside of the vehicle a card on which shall be printed in plain, legible type the metered or flat rates of fare;
- 3.8.21 A driver shall not refuse to convey any orderly person or persons upon request unless the driver's vehicle is previously engaged. The driver shall not misrepresent the fare from the airport to any destination in order to entice or discourage use of any vehicle;
- 3.8.22 The driver shall not permit any other person to occupy or ride in a vehicle unless the fare paying person first employing the vehicle shall consent to the additional passengers. The driver shall not transport any animal unless the animal belongs to the fare paying passenger;
- 3.8.23 A driver shall use the shortest available, practical routes on all trips and shall follow passenger's directions if given;
- 3.8.24 A driver shall operate a vehicle in conformance with the Rules and Regulations of the Airport;
- 3.8.25 A driver shall be neat and clean in person and dressed in a suitable fashion.

- 3.8.26 Drivers are subject to random inspection by the Airport or its authorized agents at any time and without advance notice to determine compliance with the conditions set forth herein. Such inspections shall be made at the time and in the place designated by the Airport and shall be conducted so that the driver failing to pass the inspection shall be able to depart the Airport immediately and shall not be permitted to load passengers at the Airport until all specified unsatisfactory conditions are met.

Section 4 – Commercial Vehicle Operations

- 4.1 No Transportation Network Company (other than a Hotel Transport Vehicle) shall transport any person to or from the Airport, without possessing a license to do so pursuant to a written agreement between Commercial Transporter and the Airport.
- 4.2 No Hotel Transport Vehicle shall transport any person to or from the Airport, without possessing a license to do so pursuant to a written agreement between the owner and operator of such Hotel Transport Vehicle and the Airport.
- 4.3 **Compliance with Federal, State and Local Laws and Ordinances:** No Commercial Transport Vehicle shall be operated in violation of traffic ordinances established by Federal, State and local laws or ordinances, nor in any event without proper regard for the public safety and welfare.
- 4.4 **Compliance with Rules and Regulations:** No Commercial Transport Vehicle shall be operated in violation of the Airport's Rules and Regulations Ordinance.
- 4.5 **Compliance with Federal, State and Local Licensing Regulations:** No Commercial Transport Vehicle shall be operated on the property of the Airport until such Vehicle is registered in accordance with all appropriate requirements of Federal, State and local laws or ordinances and all proper licenses are obtained.
- 4.6 **Vehicles Subject to Inspection** - The Airport Director, or his/her designee, shall have the right at any time (upon display of proper identification) to enter into or upon any Commercial Transport Vehicle for the purpose of determining that all the provisions of this ground transportation ordinance are properly adhered to. After such inspection, any Vehicle found to be unsuitable in accordance with provisions as set forth in this ordinance may be immediately barred from Airport property by the Airport Director.
- 4.7 **Commercial Loading/Unloading Zones** - Upon entry onto Airport property without passengers or after discharging passengers at the airport terminal, each Commercial Transport Vehicle shall proceed to the Airport Taxi/TNC Holding Area identified in Exhibit E or leave the Airport property.
- 4.8 **Loading and Unloading** – Transportation Network Company authorized to operate on the property of the Airport shall use only the commercial loading/unloading zone identified in Exhibit D for such purpose. Use of the commercial loading/unloading areas shall be in accordance with any regulations set forth by the Airport.
- 4.9 **Taxicabs** - shall remain in queue while in the Airport Taxi Holding Area and proceed to the Taxi Loading Zone on a "first-in/first-out" basis. The Taxicab in position to be loaded may not refuse a properly presented fare. One taxicab is permitted to stage in the Taxi Loading Zone to wait for an arriving fare. Once a fare is obtained, the staging taxicab shall notify the next taxicab in line in the Airport Taxi Holding Area that they may move to stage in the Taxi Loading Zone. Taxicabs in the Taxicab Loading Zone that are hired for an incoming fare that has not arrived must proceed out of the Taxicab Loading Zone to the nearest open space

within the Airport Taxi/TNC Holding Area and wait for notification that their fare has arrived.

- 4.10 **Solicitation** - no person may solicit passengers or fares on the property of the Airport except as allowed under this ordinance.
- 4.11 **Vehicle Appearance and Condition** - All Commercial Transporter Vehicles must conform to a standard of cleanliness established by the Airport Director.
 - 4.11.1 The exterior of Commercial Transport Vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance. Exterior of Commercial Transport Vehicles shall include body paint, all glass, hubcaps, head and tail lights, grills, bumpers and body trim. Commercial Transport Vehicles that are damaged and can be driven safely in accordance with State law and without reduction to the customers' comfort shall be given a 3- week grace period to perform needed repairs. After such time, the Vehicle will be restricted from operating at the Airport until proper repairs are made.
 - 4.11.2 The interior of approved Commercial Transport Vehicles, including the trunk, shall be maintained in a condition so as to be free of grease, dirt, and trash. Passengers shall be able to use the seats and trunk of the Vehicles without fear of soiling or damaging either their wearing apparel or their luggage. Interior seat fabric must not be ripped, torn or have holes.
 - 4.11.3 All Commercial Transport Vehicles must be free from leakage of engine fluids, excessive discharge of exhaust gasses and excessive exhaust noise. In addition, all heating and/or air conditioning units must be operational.
- 4.12 **Driver's Appearance** - Commercial Transport Vehicle Drivers shall be properly attired in a clean shirt or blouse with collar, and slacks or skirts, with appropriate footwear.
- 4.13 **Driver Conduct** - Each Driver of a Commercial Transport Vehicle shall remain in their Vehicle or immediately adjacent to the Vehicle at all times while such Vehicle is upon the property of the Airport except for those Drivers who get out and leave their Vehicle in the Airport Taxi/TNC Holding Area to use the restroom facilities.
 - 4.13.1 Taxicab Drivers must remain in their Vehicles when in the Taxicab Loading Zone. Nothing in this subsection shall be held to prohibit any Driver from aligning to a street or sidewalk for the purpose of assisting passengers into or out of his/her Vehicle.
 - 4.13.2 Each Driver of a Commercial Transporter Vehicle shall treat members of the public with the utmost courtesy, at all times.

- 4.13.3 No Driver shall solicit patronage in a loud or annoying tone of voice, nor shall any Driver annoy any person by any sign, nor shall any Driver obstruct the movement of any person.
- 4.14 **Each Commercial Transporter** - shall procure and maintain insurance coverage limits as required in the Minimum Standards adopted by the board. Each policy shall name the Airport as a named insured and shall contain a waiver of all subrogation in favor the Airport.
- 4.15 **Insurance** - from time to time the Airport may review applicable insurance limits and coverages and each Commercial Transporter agrees to provide insurance as shall then comply with current policy requirements of the Airport.
- 4.16 **Indemnification** - each Commercial Transporter shall indemnify, protect, defend, and hold the Airport and the County of Kalamazoo completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising or alleged to arise, either directly or indirectly, out of or in connection with the use of the Airport by such Commercial Transporter and its Drivers, officers, agents, employees, contractors, subcontractors, licensees, or invitees or the negligent acts or omissions or willful misconduct of such Commercial Transporter or its Drivers, officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death or damage is caused by the sole act or omission of such Commercial Transporter or its agents, representatives, contractors or employees. Each Commercial Transporter shall give the Airport notice of any such claims or actions within 5 business days of any such claim.
- 4.17 **Inconsistencies with Agreement** - to the extent that there are any inconsistencies between this ordinance and an agreement between the Airport and a Commercial Transporter, the specific agreement shall prevail.
- 4.18 **Rental Car Parking** - Rental Cars shall park only in spaces designated in the Rental Car ready lot or designated service facility. The Rental Car ready lot shall be used only by on-Airport rental car companies having a contractual relationship with the Airport authorizing the use of said lot.
- 4.18.1 Rental Cars owned by an Off-Airport Rental Car Company may be parked in areas designated for public parking and shall conform to all regulations applicable to privately owned Vehicles.
- 4.18.2 Any Vehicle including any Rental Car that is parked in a public parking area of the Airport shall be treated as a privately owned Vehicle for purposes of determining the applicable parking fee.
- 4.18.3 Courtesy Vehicles operated by Off-Airport Rental Companies shall utilize spaces provided in the Commercial Vehicle Lane and shall have no more than one Vehicle in the Commercial Vehicle Lane at any one time.

Section 5 – Fees Due the Airport

- 5.1 **Payment of Privilege Fees** – Each Operator shall pay all applicable Privilege Fees prior to the issuance of Permit. If an Operator had been issued a Permit previously, all fees incurred during that permit period must be paid in full prior to issuance of Permit. **Payment of the Privilege Fees will be accepted in the form of a company check or money order; mailed to Kalamazoo/Battle Creek International Airport 5235 Portage Road, Kalamazoo, MI 49002.** In the event the Operator ceases to conduct business at the Airport said Operator forfeits all Privilege Fees as they are not refundable.
- 5.2 **Payment of Trip Fees – Conditional Upon Adoption of Permits and Fees by the Aeronautics Board** - All Operators are required to pay trip fees for ground transportation to/from the Airport curb. Regular Operators must pay Trip Fees on a monthly basis based on the vehicle activity as monitored by the AVI System. For each Regular Use Operator paying Trip Fees, the Airport shall issue (at the Operator's cost and expense) one Transponder for the purpose of collecting revenue control information for each Commercial Vehicle having a Permit Decal. Each Transponder shall be affixed to the Commercial Vehicle for which it was issued in the manner prescribed by the Airport. All Transponders issued to an Operator shall be returned to the Airport on demand. If an Operator loses or destroys a Transponder, or has a Transponder stolen, the Transponder shall be replaced at the Operator's cost and expense. Regular Use Operators are prohibited from utilizing a permitted Commercial Vehicle on Airport property without the assigned Transponder. Holders of Occasional Use Permits must pay Trip Fees based on the Occasional Use Permits requested and utilized by each Operator.
- 5.3 **Evading Fees – Conditional Upon Adoption of Permits and Fees by the Aeronautics Board**- Regular Use Operators are prohibited from committing or attempting to commit any act that causes the Airport's revenue control system to fail to detect the presence of such Operator's Commercial Vehicle on the Airport Roadway. Failure to have the required Transponder on the proper Commercial Vehicle to which the Transponder is assigned shall constitute a violation of these Regulations.
- 5.4 **Replacement of Transponder – Conditional Upon Adoption of Permits and Fees by the Aeronautics Board** - A Regular Use Operator may obtain a replacement Transponder by going to the Airport Security Office and advising staff of the reason for replacement. Providing that the Transponder is inoperable, but not damaged due to tampering the Airport will replace the device free of charge to the Operator. The same procedure will be followed to replace a lost, damaged or stolen Transponder however that replacement will be made at the Operator's cost and expense. If the Commercial Vehicle was issued a windshield Transponder and the windshield had to be replaced, the old Transponder is not to be re-adhered to the new windshield as it is not transferable and will not work properly, if at all.
- 5.5 **Replacement of Permit Decal - Conditional Upon Adoption of Permits and Fees by the Aeronautics Board** - A Regular Use Operator may obtain a replacement Permit Decal by completing and returning to the Airport Administration Office a completed Exhibit C for issuance of the same. In instances where it is not possible to return the previously assigned

Permit Decal, the Operator will be invoiced a \$10.00 replacement fee.

- 5.6 **Tampering with Airport Transponders – Conditional Upon Adoption of Permits and Fees by the Aeronautics Board** - In the event the windshield mounted Transponder assigned to the Commercial Vehicle is removed and re-adhered to a new or repaired windshield and via that transponder the Operator incurs excessive fees due to the fact that the transponder was tampered with, the Operator will be responsible to remit payment for all overtime charges incurred via that transponder without consideration of request for credit. Conversely, should the Airport determine that a transponder assigned to the Commercial Vehicle has been tampered with and trips not recorded accurately, the Operator will be fined the difference between the average of AVI activity within recent twelve-month period and the amount recorded via said transponder.
- 5.7 **Regular Use Permit Fees** – the fees for holders of Regular Use Permits shall be as outlined in the Fee Schedule.
- 5.8 **Suspension of Operating Privileges for Non-Payment of Debt, Fee, Fine or Judgement** – Non-Payment by the due date evidenced in the Notice of Violation (NOV) or Airport invoice of any Debt, Fee, Fine or Judgement owed by the Operator to the Airport may result in suspension or revocation of Operating Privileges at the Airport until such time as Debt, Fee, Fine or Judgement has been paid in full. Paid in Full shall mean when the check has been remitted to the Kalamazoo/Battle Creek International Airport, 5235 Portage Road, Kalamazoo, MI 49002.

Section 6 – Transportation Network Companies (TNC)

- 6.1 **TNC Conduct** - No TNC shall conduct, nor permit its affiliate TNC Drivers to conduct, TNC operations on Airport property, including without limitation soliciting TNC Passengers or transporting any person to or from the Airport, without possessing a license to do so pursuant to a written agreement between the TNC and Airport.
- 6.2 **Compliance with Federal, State and Local Laws and Ordinances** - No TNC Vehicle shall be operated in violation of traffic ordinances established by the Airport or Federal, State and local laws or ordinances, nor in any event without proper regard for the public safety and welfare.
- 6.2.1 Compliance with this ordinance: No TNC Vehicle shall operate in violation of this ordinance.
- 6.2.2 Compliance with Federal, State and Local Licensing Regulations: No TNC Vehicle shall operate on the property of the Airport until such Vehicle is registered in accordance with all appropriate requirements of Federal, State and local laws or ordinances and all proper licenses are obtained.
- 6.3 **Vehicles Subject to Inspection** - The Airport Director or his/her designee shall have the right at any time (upon display of proper identification) to enter into or upon any TNC Vehicle for the purpose of determining that all the provisions of this ordinance are properly adhered to.
- 6.4 **Airport TNC Holding Area** - Upon entry onto Airport property without TNC Passengers or a confirmed request for a TNC Prearranged Ride, or after discharging TNC Passengers at the TNC Operator Loading Zone, each TNC Vehicle shall proceed to the Airport TNC Holding Area identified in Exhibit E or leave the Airport property.
- 6.5 **TNC Operator Loading Zone** - TNC Vehicles authorized to operate on the property of the Airport shall use only the TNC Operator Loading Zone identified in Exhibit D for purposes of loading/unloading of TNC Passengers and baggage into and out of TNC Vehicles. Use of the TNC Operator Loading Zone shall be in accordance with any regulations set forth by the Airport Director.
- 6.6 **Soliciting** - No person may solicit TNC Passengers or fares on the property of the Airport except as allowed under this ordinance.
- 6.7 **Vehicle Appearance and Condition:** All TNC Vehicles must conform to a standard of cleanliness established by the Airport Director.
- 6.7.1 The exterior of TNC Vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance. Exterior of TNC Vehicles shall include body paint, all glass, hubcaps, head and taillights, grills, bumpers, and body trim. TNC Vehicles that have been damaged and can be driven safely in accordance with State law and without reduction to the TNC Passengers' comfort shall be given a three-week grace period to perform needed repairs. After such time, such TNC Vehicle will be restricted

from operating at the Airport until proper repairs are made.

- 6.7.2 The interior of approved TNC Vehicles, including the trunk, shall be maintained in a condition so as to be free of grease, dirt, and trash. TNC Passengers shall be able to use the seats and trunk of the Vehicles without fear of soiling or damaging either their wearing apparel or their luggage. Interior seat fabric must not be ripped, torn or have holes.
- 6.7.3 All TNC Vehicles must be free from leakage of engine fluids, excessive discharge of exhaust gasses and excessive exhaust noise. In addition, all heating and/or air conditioning units must be operational.

6.8 **Driver Conduct:**

- 6.8.1 Each TNC Driver shall remain in their Vehicle or immediately adjacent to their Vehicle at all times while such Vehicle is upon the property of the Airport except for those Drivers who get out and leave their Vehicle in the TNC Staging Area to use the restroom facilities. Nothing in this Section shall be held to prohibit any TNC Driver from aligning to a street or sidewalk for the purpose of assisting TNC Passengers into or out of their Vehicle.
- 6.8.2 No TNC Driver shall solicit patronage in any method outside of the TNC Digital Network, nor shall any TNC Driver annoy any person by any sign or obstruct the movement of any person. TNC Drivers may only solicit or accept requests for TNC Prearranged Rides from TNC Passengers located on Airport property when such TNC Driver is either in the TNC Staging Lot or is located outside of the Geofence.
- 6.8.3 Each TNC Driver shall treat members of the public with the utmost courtesy, at all times.
- 6.8.4 **Insurance:** Each TNC and all TNC Drivers shall procure and maintain insurance coverage limits as required in the Fiscal Insurance Requirement policy adopted by the board, but in no case less than the limits required by Michigan Public Act 345 of 2016, as amended, or any successor legislation thereto. Each policy shall name the Airport as a named insured and shall contain a waiver of all subrogation in favor the Airport. From time to time the Airport may review applicable insurance limits and coverage's and Each TNC and all TNC Drivers agree to provide insurance as shall then comply with current policy requirements of the Airport.
- 6.8.5 **Indemnification:** Each TNC shall indemnify, protect, defend, and hold the Airport and the County of Kalamazoo completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising or alleged to arise, either directly or indirectly, out of or in connection with the use of the Airport by such TNC, its TNC Drivers, officers, agents, employees, contractors, subcontractors, licensees, or invitees or the negligent acts or omissions or willful misconduct of such TNC, its TNC Drivers, officers,

agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death or damage is caused by the sole act or omission of such TNC, its agents, representatives, contractors or employees. Each TNC shall give the Airport notice of any such claims or actions within 5 business days of any such claim.

6.8.6 **Inconsistencies with Agreement:** To the extent that there are any inconsistencies between this ordinance and an agreement between the Airport and a TNC, the specific agreement shall prevail.

6.8.7 **Penalties for Violation:** Any TNC Driver or TNC who violates any provision of these Rules and Regulations may be barred from Airport property by the Airport Director.

6.9 **PEER-TO-PEER VEHICLE SHARING:** Anyone operating a peer-to-peer car sharing business must first have an approved agreement with the airport. Soliciting is strictly prohibited.

Section 7 – Suspension or Revocation

- 7.1 A permit issued by the Airport Director pursuant to this ordinance may be suspended or revoked by the Airport Director for cause. The permittee shall have the right to a hearing before the Administration Committee of the Aeronautics Board of Trustees at the next scheduled meeting on any such action of the Airport Director, provided a written request therefore is filed with the Airport Director within five (5) days after receipt of said notice of such suspension or revocation. The Administration Committee may confirm, alter or amend such suspension or revoke or reinstate any permit. The action taken by the Administration Committee shall be final. Upon suspension or revocation of any permit, the fee therefore shall not be refunded. Any person whose permit has been revoked shall not be eligible to apply for a new permit for a period of one (1) year from the date of revocation.

Section 8 – Effective Date

- 8.1 This Ground Transportation Ordinance shall become effective upon adoption by the Aeronautics Board of Trustees.

DATE OF ADOPTION: July 11, 2024

EXHIBIT A

GROUND TRANSPORTATION FEE SCHEDULE PERMIT YEAR January 2024-December 2024

Annual Permit Fees for Regular Users	\$200.00
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Applicable User Trip Fees

Airport Transfer, Group & Party, Hotels, Limousine, Scheduled and Taxis	\$2.00
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Transportation Network Company (TNC)	\$3.00
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Operator fines for violations of the Ground Transportation Ordinance

First Offense	\$50.00
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Second Offense	\$100.00
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Third Offense	\$150.00
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Fourth or more Offenses (per Offense)	\$200.00
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TNC Operator fines for violations of the Ground Transportation Ordinance

Each Offense	\$200.00
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EXHIBIT B

APPLICATION FOR GROUND TRANSPORTATION SINGLE USE PERMIT



ANNUAL COMMERCIAL BUSINESS PERMIT APPLICATION - On Demand Transportation

Date Request Submitted: _____

APPLICANT INFORMATION

Requestor's Name _____

Address: _____

E-Mail: _____ Phone: _____

Business Name (if applicable): _____

On-Site Contact Name (if different from above): _____

E-Mail: _____ Phone: _____

PROJECTED START DATE	PROJECTED END DATE	YEAR/MAKE/MODEL OF VEHICLE	PASSENGER CAPACITY	LICENSE PLATE NUMBER

Nature of Service Provided:

All services provided and all individuals and organizations performing the service associated with this permit must comply with the most current edition of the Kalamazoo/Battle Creek International Airport Administrative Rules and Regulations established by the Kalamazoo County Aeronautics Board of Trustees.

NAME (Print): _____

NAME (Signature): _____ DATE: _____

SIGNATURE IS REQUIRED. Permit will not be processed without signature.

☐ **Proof of Insurance**

Airport Admin Approval: _____

Date: _____

PERMIT APPLICATION INSTRUCTIONS

1. The operator must complete the application in its entirety.
2. The operator must include on the application the names, including any assumed names, addresses, and telephone numbers of the person(s) who own and operate the ground transportation vehicle(s). If a partnership, corporation or limited liability company is the owner or operator, the names, addresses, and telephone numbers of the partners, members or officers must also be supplied.
3. The application must include a copy of the insurance coverages with the following minimum limits:
 - a. Automobile liability in the amount of \$100,000 each person, \$300,000 each occurrence, bodily liability,
 - b. \$100,000 property damage liability and all no-fault coverages,
4. The operator must provide a copy of a license issued by the State of Michigan or other municipality and attach said copy to the application.
5. The operator must provide a copy of the title for each vehicle used at the airport.
6. The application must be approved by the Airport Director.

EXHIBIT C

PERMITTED VEHICLE REGISTRATION FORM

Addition of vehicles requires at least two business days advance notice. Any change of vehicle information must be submitted on this form. A copy of the vehicle's registration must accompany this form. Permit stickers or transponders may not be transferred from the vehicle that they are assigned.

PERMIT HOLDER _____

Effective _____, the vehicle(s) described below will be subject to the following action:

ADD:

Year: _____

VIN: _____

Make: _____

Plate #: _____

Model: _____

Sticker #: _____

Vehicle Type: _____

Transponder #: _____

Passenger Capacity: _____

DELETE:

Year: _____

VIN: _____

Make: _____

Plate #: _____

Model: _____

Sticker #: _____

Vehicle Type: _____

Transponder #: _____

Passenger Capacity: _____

I hereby certify that the above referenced information is true and correct and that only the company to which this vehicle is registered for permit will use this vehicle at the Kalamazoo | Battle Creek International Airport.

NAME: _____ TITLE: _____

EXHIBIT D

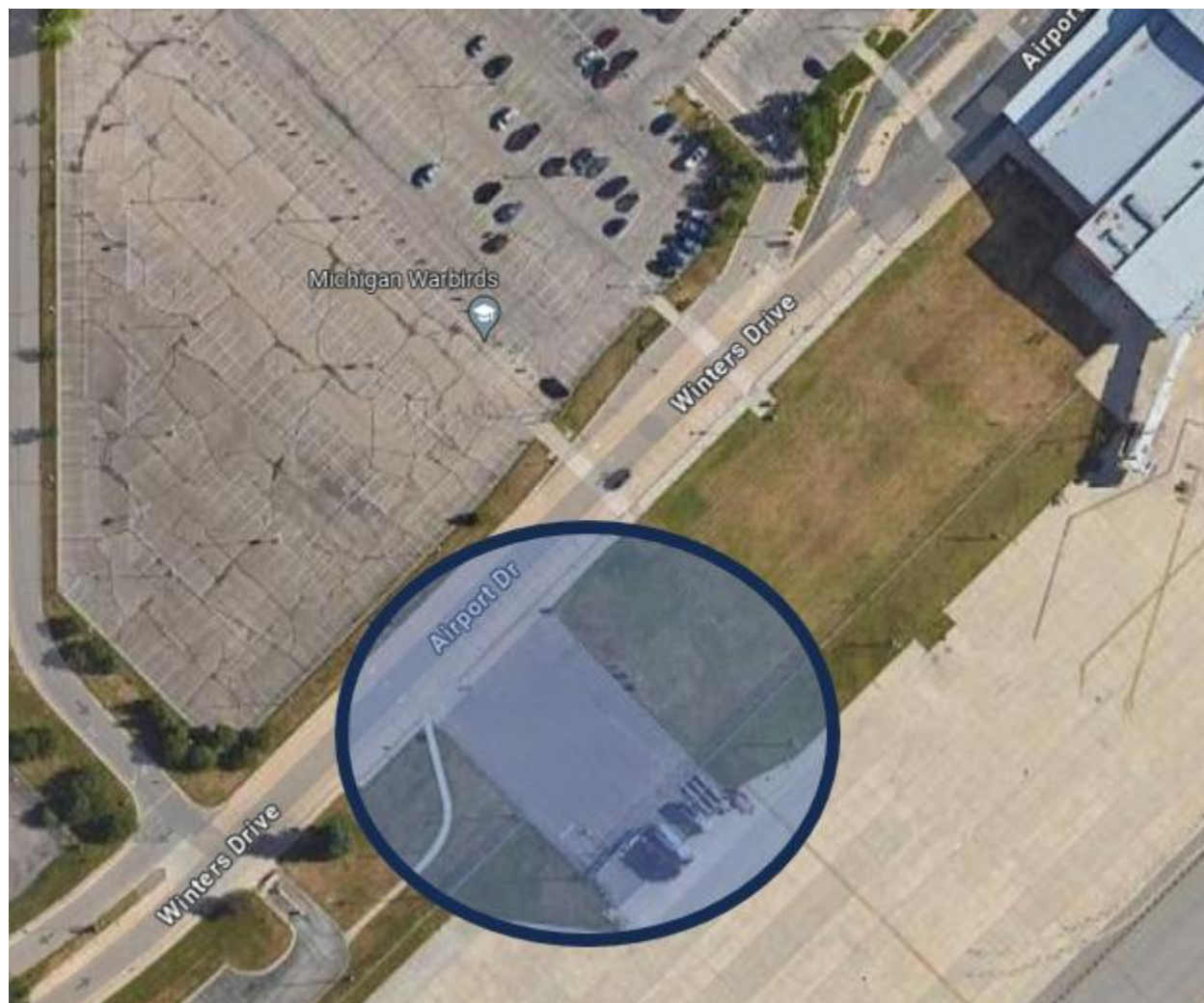
Taxi/TNC Operator Loading/Unloading Zone



Approximately 80 feet of curbside lane at the east end of the Terminal Building adjacent to the Shuttle Bus Drop-off location.

EXHIBIT E

Airport Taxi/TNC Holding Area (Waiting Location)



Parking spaces located at the south end of the Cell Phone Lot. Cell Phone Lot is location the south side of the Terminal before the main entrance.