

GERALD R. FORD INTERNATIONAL AIRPORT

MINIMUM STANDARDS



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Article 1.

Preface

The Gerald R. Ford International Airport Authority ("Authority"), being responsible for the administration of the Gerald R. Ford International Airport ("Airport") does hereby establish the following Minimum Standards for the Airport, effective January 1, 2027.

These Minimum Standards are intended to: (1) establish the threshold entry requirements for those entities wishing to engage in Commercial Aeronautical Services at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public; (2) insure that those Entities obtaining the approval of the Authority to engage in such Commercial Aeronautical Services are not exposed to unfair competition, and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities.

These Minimum Standards were developed with consideration for: (1) the role of the Airport in the National Program of Integrated Airports System; (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport; (3) the future prospects for and the anticipated development of the Airport and surrounding community; and (4) the promotion of fair competition at the Airport.

The uniform application of these Minimum Standards is considered essential to protect the public interest, discourage substandard operations, and protect Airport customers.

Article 2.

Definitions

Aeronautical Activity means any activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations, in accordance with the interpretations of the FAA.

Agreement means a written contract, executed by two or more parties, and enforceable by law between the Authority and a Person granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities, including without limitation a lease, license, permit, or concession.

Aircraft means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in the air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibious aircraft, Unmanned Aircraft Systems (UAS's) and seaplanes.

Airport means the Gerald R. Ford International Airport and all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists

or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan maintained by the Authority.

Airport Security Program means the written plan concerning security at the Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.

Applicable Laws means all laws, statutes, ordinances, rules, regulations, and policies (including without limitation Environmental Laws) issued or promulgated by any governmental authority governing or otherwise applicable to operations at the Airport, including without limitation the U.S. Department of Transportation, the U.S. Department of Homeland Security, the Transportation Security Administration, the Federal Aviation Administration, the Environmental Protection Agency, and the Occupational Safety and Health Administration, as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and including any administrative or judicial interpretations thereof. Applicable Laws include the Rules and Regulations established by the Authority and all standards and specifications promulgated by the FAA, including through orders, advisory circulars, CertAlerts, the Airport Certification Manual, administrative adjudications, and other directives of the Authority or governmental authorities with jurisdiction.

Authority means the Gerald R. Ford International Airport Authority.

Aviation Fuels means any product dispensed into Aircraft for the propulsion thereof. Aviation Fuels includes electricity when dispensed into Aircraft for such purpose.

Commercial Aeronautical Service(s) means an Aeronautical Activity conducted on the Airport as a revenue-producing business providing services to the public, or other Aeronautical Activity engaged in for profit, including the activities of an FBO or SASO upon the Airport, and the activities of an Independent Operator.

County means Kent County, Michigan.

Entity means any individual, partnership, limited partnership, corporation, limited liability company, association, joint venture, club, or professional limited liability corporation, or other legal entity (or their assignee, sublessee, receiver, trustee, or representative).

Environmental Laws means every applicable federal, state, county or local statute, law, ordinance, rule, regulation, permit or permit condition, order, license, or directive, in each instance having the force and effect of law, regulating, relating to, or imposing liability or standards of conduct, including as interpreted by any judicial, regulatory, or administrative body of competent jurisdiction, of any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions relating to matters of public health and safety, hazardous materials or the environment, including, by way of illustration and not by way of limitation, those relating to fines, orders, injunctions,

penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of hazardous materials to the environment and to the generation, use, storage, transportation, or disposal of hazardous materials as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and including the judicial decisions interpreting such Environmental Laws.

FBO is an Operator permitted to engage in the retail sale and into-plane delivery of Aviation Fuels at the Airport in accordance with Article 6 hereof.

Fixed Place of Business: Facilities leased or subleased by an Operator at the Airport in satisfaction of the Minimum Standards applicable, and used in conjunction with, such Operator's authorized Commercial Aeronautical Services at the Airport.

Independent Operator means an Entity authorized by Agreement to provide Commercial Aeronautical Services on a limited basis in accordance with Article 10 hereof, which does not maintain a Fixed Place of Business at the Airport.

Operator means an Entity authorized by Agreement to provide Commercial Aeronautical Services at the Airport with a Fixed Place of Business at the Airport.

Permit means an Agreement authorizing an Entity to provide Commercial Aeronautical Services without separately conveying the right to occupy Airport property.

Premises means that portion of Airport property and/or facilities thereon leased or subleased by an Entity for their use from the Authority or other Operator pursuant to a written and duly executed agreement.

President/CEO means the Authority's Chief Executive Officer as that term is used in The Regional Airport Authority Act, Michigan Public Act 95 of 2015, as amended, or his designee, including anyone serving in the capacity of Interim or Acting CEO.

Rates and Charges Resolution means the most recent resolution duly adopted by the Authority's Board of Directors establishing rates and charges for the Airport.

Rules and Regulations means the rules, regulations, guidelines, and enforcement guidelines adopted by the Authority governing operations at the Airport.

Specialized Aeronautical Service Operator (SASO) means an Operator other than an FBO providing one or more Commercial Aeronautical Services in accordance with Article 7 hereof. SASOs are not permitted to sell or dispense Aviation Fuels.

Safety Management System means those procedures and controls developed by the Airport for the purpose of managing and assessing safety risks in accordance with 14 CFR Part 139, Subpart E, as may be amended from time to time.

Tenant means an Entity authorized to occupy Airport property through an Agreement.

Article 3. **Administrative Provisions**

Section 1. Effective Date and Existing Agreements

These Minimum Standards shall be effective on January 1, 2027 (the “Effective Date”) and shall remain in effect until such time that these Minimum Standards are repealed or amended. As of the Effective Date, all prior Minimum Standards shall be deemed superseded and replaced by these Minimum Standards. These Minimum Standards are subject to change by amendment or cancellation by the Authority, in whole or in part, from time to time, and that no rights shall accrue to any Operator, Independent Operator, or third party by virtue of the Authority’s adoption of these Minimum Standards.

Section 2. Applicability

These Minimum Standards specify the standards and requirements that must be met by any Entity desiring to engage in one or more Commercial Aeronautical Services at the Airport, as well as Flying Clubs and Entities desiring to engage in Self-Fueling. These Minimum Standards also apply to the Authority to the extent that the Authority conducts a Commercial Aeronautical Service covered by these Minimum Standards at the Airport, except where the Authority has exercised its proprietary exclusive right to be the sole provider of one or more Commercial Aeronautical Service at the Airport.

Except as prescribed herein or pursuant to an Agreement, the standards and requirements specified in these Minimum Standards are minimums and may be exceeded. All Entities are encouraged to exceed the applicable standards.

The Authority intends these Minimum Standards to apply to all existing Agreements, except to the extent an existing Agreement expressly provides otherwise; provided, however, these Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the Authority from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.

The Authority shall require compliance with the Minimum Standards in any Agreement executed after the adoption of these Minimum Standards. The Authority will also require compliance with these Minimum Standards in any material amendment or extension to an existing Agreement.

Notwithstanding any of the foregoing or any other provision of these Minimum Standards, these Minimum Standards shall *not* apply to the following Entities: Air Carriers, with respect to their scheduled operations at the Airport; the operator of an itinerant Aircraft, whether or not engaged in a Commercial Aeronautical Service;

aeronautical operations of the U.S. military or Michigan National Guard; and Entities engaged in public emergency operations, such as aerial firefighting, search and rescue, or law enforcement support.

Section 3. Agreement Required

No Entity shall be permitted to conduct a Commercial Aeronautical Service on the Airport unless authorized in an Agreement duly executed by the Authority.

Section 4. Reservation of Rights

The establishment of these Minimum Standards does not alter, limit, or waive the Authority's proprietary exclusive rights to develop Airport property or to provide, manage, or operate Commercial Aeronautical Services at the Airport as it determines to be in the best interest of the Airport. However, if and when the Authority chooses to provide Aeronautical Activities without exercising its proprietary exclusive rights, it shall be subject to and shall comply with these Minimum Standards to the same extent as other similarly situated Operators.

The Authority reserves and retains the right to authorize use of the Airport by all Entities who may desire to use the Airport, pursuant to Applicable Laws.

The Authority reserves and retains the right to plan and develop the Airport in the best interest of the Authority and Airport tenants and users. The President/CEO may designate specific areas of the Airport in which specific Commercial Aeronautical Services may be conducted. Such designation shall give consideration to the nature and extent of the activity and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

The Authority reserves and retains the right to develop and use standard form Agreements authorizing Commercial Aeronautical Services and to amend its standard form Agreements from time to time. No Entity shall be entitled to enter into an Agreement with the Authority on precisely the same terms as an existing Operator.

The grant of a privilege to conduct a Commercial Aeronautical Service at the Airport through any form of Agreement shall not be considered in any manner as granting any Entity an exclusive right to conduct that Commercial Aeronautical Service at the Airport, other than the use of premises which may be leased or subleased exclusively to such Entity, and then only to the extent provided for in such Agreement.

In addition to any other rights reserved by the Authority pursuant to an Agreement, the Authority reserves the right to inspect all facilities used for Commercial Aeronautical Services for the purpose of ensuring compliance with the Minimum Standards and the Rules and Regulations, the provisions of an Agreement, and Applicable Laws. The Authority further reserves the right to audit records of Entities with an Agreement including for the purpose of ensuring proper payment of rates, fees, and charges as may be imposed hereunder and/or in such Agreement.

Section 5. Prohibited Activities

- A. Through-the-Fence Operations. All Through-the-Fence (“TTF”) Operations are forbidden. The Authority’s obligation to make the Airport available for the use and benefit of the public does not extend to providing access to the Airport from adjacent property. Such TTF Operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to the physical means of access.
- B. Cross-Ownership. In order to avoid granting exclusive rights, no Entity may hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in more than one Operator without express written permission from the President/CEO, which shall be granted provided such ownership or control would not result in an exclusive right.
- C. Fuel Cooperative Organizations. The provision of Aviation Fuel at the Airport is limited to authorized Operators and Entities engaged in authorized Self-Fueling Activities. The Authority does not permit cooperative organizations formed for the purposes of jointly purchasing, storing, or dispensing Aviation Fuel to or on behalf of the organization’s members to engage in Aviation Fueling. The foregoing prohibition does not apply to a fuel consortium of Part 121 air carriers.
- D. Non-Aeronautical Uses. An Operator shall not conduct non-aeronautical activities of any nature in buildings or on property designated for aeronautical purposes without the President/CEO’s express written approval. No hangar, T-hangar, or similar structure on the Airport used for the storage of Aircraft shall be used for the storage of vehicles or property not related to the use, operation, or maintenance of Aircraft in accordance with all applicable FAA regulations and guidelines, including the Policy on the Non-Aeronautical Use of Airport Hangars, 81 Fed. Reg. 38906 (June 15, 2016). This prohibition shall include, without limitation, storage of motor vehicles, recreational vehicles, motorcycles, motorized recreational vehicles, boats and similar floating devices, personal non-aeronautical items, construction materials, and non-airworthy Aircraft unless they are being actively repaired/refurbished in the sole discretion of the President/CEO. This prohibition shall not preclude the storage of vehicles on a temporary basis while Aircraft stored in the structure are in use. The intermittent storage of equipment that does not impede the access or egress of Aircraft in and out of a hangar is allowable.
- E. Unauthorized Areas. No Entity may conduct a Commercial Aeronautical Service as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including for example and without limitation, a hangar leased for non-commercial use.

Section 6. Administration and Enforcement

- A. The President/CEO has primary responsibility for the interpretation and application of the Minimum Standards and is authorized to issue citations, directives, adequacy determinations, and interpretive guidance in conformity with the Minimum Standards and the Rules and Regulations. An Entity may seek reconsideration by the Gerald R. Ford International Airport Authority Board of any other determination made by the President/CEO pursuant to these Minimum Standards. A request for reconsideration must be submitted to the President/CEO with any accompanying documentation. The President/CEO shall stay the effect of his/her determination upon request of the Entity seeking reconsideration unless, in the President/CEO's sole discretion, doing so would jeopardize the safety or efficient of the Airport or violate Applicable Laws.
- B. The principal means of enforcing the Minimum Standards will be through an Agreement providing for the lease of Airport property or otherwise authorizing an entity to conduct Commercial Aeronautical Services at the Airport. Violations of the Minimum Standards shall constitute a default under an Agreement and entitle the Authority to all remedies authorized thereunder and at equity or law.
- C. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.
- D. These Minimum Standards are subordinate to all agreements between the Authority and the FAA, including the Airport Improvement Program grant assurances and Advisory Circulars incorporated thereby, as both may be from time to time amended. In the event that FAA grant assurances or Advisory Circulars prescribe a more stringent standard than contained in these Minimum Standards, the more stringent standard shall control.

Section 7. Waivers and Variances

The Authority reserves the right, but is not obligated, to approve waivers or variances to these Minimum Standards when a specific clause, section or provision of these Minimum Standards may not be justified in a particular case due to special conditions or unique circumstances. Requests for a waiver or variance shall be submitted in writing to the Authority and must include the following:

- (i) the specific clause, section, or provision for which the variance or exemption is being sought;
- (ii) a detailed description of the proposed variance or exemption;
- (iii) the reason for the proposed variance or exemption;
- (iv) the anticipated impact on the Airport and other Operators, if any;
- (v) the duration of the proposed variance or exemption;
- (vi) any other information requested by the Authority.

Each requested variance or exemption will be approved or denied separately in writing by the Authority. The Authority will not approve any variance or exemption if, in its sole discretion, such variance or exemption would cause, create, or make more likely an exclusive right on the Airport or result in unjust economic discrimination among similarly situated Operators at the Airport. If approved, the variance or exemption will only apply to the specific Operator on the terms and conditions, and for the duration, specified by the Authority. The Authority's approval of a variance of exemption will not serve to amend, modify, or alter these Minimum Standards.

Where a particular Commercial Aeronautical Service is not being provided at the Airport, the Authority may enter into an Agreement with an Operator seeking to provide such Commercial Aeronautical Service on terms and conditions that may be less than those outlined in these Minimum Standards for a limited period of time (an "Exploratory Period"). The duration of the Exploratory Period will be specified in the Agreement.

Section 8. Additive Standards and Conflicts

Unless authorized in writing by the President/CEO, Operators must meet every minimum Standard for every authorized Commercial Aeronautical Service. In the event of conflicting Minimum Standards, the Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between any Agreement and the Minimum Standards, the terms of the Agreement shall apply.

The President/CEO may permit an Operator performing more than one Commercial Aeronautical Service to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Service, if the President/CEO finds:

- A. The alternative Minimum Standard will not affect the Operator's ability to provide high-quality products, services, and facilities to Airport users in accordance with the objectives of the Minimum Standards;
- B. The alternative Minimum Standard is no lower or less demanding than the standards applicable to any one Commercial Aeronautical Service conducted by the Operator; and
- C. The alternative Minimum Standard will not create an unfair competitive relationship among Operators at the Airport.

Section 9. Miscellaneous

- A. References and citations in the Minimum Standards to ordinances, laws, regulations, policies, standards, and guidelines include any amendments or revisions thereto that may be adopted or promulgated subsequent to the adoption of these Minimum Standards.

Article 4. **Application Process**

Section 1. Statement of Interest

An Entity seeking to provide a Commercial Aeronautical Service at the Airport must first submit a written statement of interest to the President/CEO indicating their interest in providing such Commercial Aeronautical Service at the Airport and including, at minimum, their full name and contact information; a description of the Commercial Aeronautical Service and how they will be performed, including key personnel and anticipated land and facilities/improvements to be leased or developed; and the proposed date of commencement of Commercial Aeronautical Services.

Section 2. Applications and Requests for Proposals

Upon receipt of a Statement of Interest (or at any time on its own initiative) the Authority may elect to issue a request for qualifications or proposals or otherwise select an Operator to provide Commercial Aeronautical Services. If the Authority determines to negotiate directly with the Entity submitting a Statement of Interest, it will invite the Entity (an "Applicant") to submit an application including all of the information requested on the Application/Proposal Requirements Checklist (Exhibit A) ("Application"). The Authority reserves the right to require the Entity to submit any additional information to evaluate the application and facilitate its analysis of the proposed operations.

No Application will be deemed complete, and the Authority shall have no obligation to act on an Application, which does not provide the Authority with the information necessary to undertake a meaningful assessment of Applicant's proposed operations and determine whether or not the proposed operations will comply with all Applicable Laws and be compatible with the Airport's Master Plan and Airport Layout Plan.

Section 3. Ground for Denial

The Authority reserves the right to deny an Application for any 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.
- C. The proposed operations or construction 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 Authority.
- D. There is no appropriate or adequate available space on the Airport to accommodate the proposed operations or construction.

- E. The proposed operation, development and/or construction does not comply with the Airport's Master Plan or Airport Layout Plan.
- F. The Applicant has not demonstrated that it can put the requested property to gainful aeronautical use in a reasonable period of time.
- G. 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 existing Operator on the Airport, such as preventing access and egress to the existing leaseholds or depriving existing Operators of the full use thereof.
- H. The Applicant or any individual with an interest therein 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.
- I. The Applicant or any individual with an interest therein has a record of violating Applicable Laws, including the Rules and Regulations of the Airport or any other airport, or has defaulted in the performance of any Agreement with the Authority or any Agreement at any other airport.
- J. The Applicant or any individual with an interest therein has threatened or filed litigation or claims which a reasonable person would determine to be vexatious or frivolous, including, without limitation, administrative litigation, concerning Commercial Aeronautical Activities at the Airport or any other airport.
- K. The Applicant is not sufficiently credit worthy and responsible, in the sole judgment of the Authority, to provide and maintain the business for which the application relates or to promptly pay amounts due under an Agreement.
- L. Denial of the Application is required under Applicable Law.
- M. The Applicant seeks to conduct a Commercial Aeronautical Service with respect to which the Authority has exercised its proprietary exclusive rights.

Section 4. Notification of Changes

Applicants shall promptly provide the Authority with any information reflecting a material change in the information submitted in an application, including, for example and without limitation: (i) a change in ownership of the Applicant, (ii) the filing of a petition in bankruptcy or other significant change in the financial status of the Applicant, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that may reasonably result in loss of airport identification media, (v) any state or federal fines or penalties imposed on the Entity arising from Aeronautical Activities.

Article 5.
General Requirements for Commercial Aeronautical Services

All Operators engaging in Commercial Aeronautical Services at the Airport shall meet or exceed the requirements of this Article 5, as well as the minimum standards applicable to the particular Commercial Aeronautical Services they provide, as set forth in Articles 6 or 7 of these Minimum Standards.

Section 1. Compliance with Applicable Laws

All Operators shall comply with all federal, state, and local requirements applicable to their Commercial Aeronautical Services and occupancy of the Airport, including the Rules and Regulations. Operators are to conduct all Commercial Aeronautical Services in a manner that shall not cause the Authority to violate Applicable Laws. Without limiting the foregoing, Operators shall comply with the following requirements:

- (a) Security. Operators are to comply with the laws, regulations, orders, and directives of TSA, as each may be amended; instructions of law enforcement personnel; and the policies, orders, and directives of the Authority in furtherance of the Airport Security Program.
- (b) Safety. Operators are to comply with federal, state, and local law applicable to workplace and aviation safety; and the orders and directives of the President/CEO in furtherance of a Safety Management System or similar or related program at the Airport designed and intended to enhance safety.
- (c) Environmental. Operators are to comply with all applicable federal, state, and local environmental laws; orders and directives of a federal or state agency with jurisdiction over environmental conditions at the Airport; the Airport environmental policies and procedures, including, for example, and without limitation, the Airport's Stormwater Pollution Prevention Plan (SWPPP), and generally accepted industry environmental policies and standards.

Section 2. Experience and Capability

Operators shall demonstrate, to the satisfaction of the President/CEO, the financial responsibility and technical ability to provide the authorized Commercial Aeronautical Services in a safe, secure, and professional manner in service to Airport users.

Section 3. Payment of Rents, Fees, and Charges

Operators shall comply with and make all payments required under the Rates and Charges Resolution annually enacted by the Authority, and as otherwise specified in an Agreement. The Authority may from time to time establish additional fees and charges pursuant to the Rates and Charges Resolution, which shall be paid by Operator except to the extent such fees and charges would conflict with Operator's Agreement.

Section 4. Premises

Except for Independent Operators, which shall be governed by Article 10, Operators shall lease or sublease an area and improvements of adequate and appropriate size, shape, and location to provide authorized Commercial Aeronautical Services, but not less than the Premises required for any Commercial Aeronautical Service addressed by these Minimum Standards in Articles 6 and 7. Leasehold boundaries shall be established by the Authority so as not to render any portion of Airport property unusable or unmarketable due to size, shape, or access. Commercial Aeronautical Services that require public access must be conducted from Premises having direct landside access.

Section 5. Facilities Maintenance

Except as otherwise provided by Agreement, Operators shall (i) maintain the Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a neat, safe, and orderly condition; and (ii) provide all necessary cleaning services for its Premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the improvements in good condition.

Section 6. Products, Services, and Facilities

Operators shall provide authorized Commercial Aeronautical Services in a reasonable and not unjustly discriminatory manner to all users of the Airport. Operators shall charge reasonable and not unjustly discriminatory prices for each product or service, provided the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Operators shall conduct their activities on and from the Premises in a safe, efficient, and first-class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in related activities from similar Premises in like markets.

Operators shall not advertise products, services, or facilities that cannot be safely accommodated at the Airport based on its Airport Reference Code due to airfield geometry or the weight-bearing capacity of pavement, or which, if provided, would otherwise cause the Authority to violate Applicable Laws.

Section 7. Non-Discrimination

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap 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 Laws, including without limitation Title VI of the Civil Rights Act of 1964, as amended or reenacted, and its implementing regulations. All Agreements shall contain those contractual provisions required by the FAA or other

agencies with jurisdiction implementing Title VI and other pertinent nondiscrimination acts and authorities, as may be amended from time-to-time by the FAA.

Section 8. Licenses, Permits, Certifications, and Ratings

Operators and their personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, and/or ratings required for the conduct of Operator's authorized Commercial Aeronautical Services at the Airport prior to engaging therein. Operator shall keep current copies of such licenses, permits, certifications, and/or ratings and provide evidence of the same to the President/CEO upon request.

Section 9. Personnel

Operators shall have in their employ, on duty, and on Premises during operating hours, trained and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each authorized Commercial Aeronautical Service in a safe and efficient manner.

Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. When on duty, employees shall wear uniforms or other suitable business attire identifying the Operator, and conspicuously display any Authority-issued identification media, as may be required by Applicable Laws. Upon receipt of a written objection from the President/CEO concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly investigate the bases for the objection and take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor by Operator's employees. The Authority reserves the right to revoke any Authority-issued identification media in accordance with its Rules and Regulations or other Applicable Laws.

Operator shall provide a person to supervise the Operator's activities, and such person shall be authorized to represent and act for and on behalf of Operator during operating hours. When such person is not on the Premises, such individual or their designee thereof shall be available by telephone. A list of emergency contacts shall be supplied to the President/CEO and maintained current, including after-hours phone numbers.

Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger Authority employees and representatives and/or Airport customers, tenants, or other Operators.

Section 10. Signage

Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with Commercial Aeronautical Services shall bear the Operator's identification in the form of a professionally designed company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned. All signage is subject to the prior written approval of the President/CEO.

Section 11. Aircraft, Vehicles and Equipment

The operation of Aircraft on the Airport by the Operator shall be conducted in conformity with Applicable Laws. Persons operating Aircraft are responsible for the safe operation of their Aircraft and the safety of others exposed to such operation. All Aircraft shall display on board the Aircraft a valid airworthiness certificate to the extent required and issued by the FAA or other agency and shall display on the exterior of the Aircraft a valid registration number as may be required by Applicable Law.

Where these Minimum Standards prescribe specific requirements for vehicles or equipment, such requirements shall be deemed satisfied only if the Operator owns, leases for its exclusive use, or otherwise has dependable and consistent access to the vehicles or equipment to provide the applicable Commercial Aeronautical Services promptly on demand and without undue delay.

Equipment must be maintained in a safe operating condition and in good appearance. Operator shall not store disabled or nonfunctional equipment on its Premises except such equipment is undergoing reasonably imminent repair.

Section 12. Hours of Operation

Hours of operation shall be clearly posted on Operator's website or otherwise upon Operator's Fixed Place of Business in public view with professional signage approved in advance and in writing by the President/CEO. Hours of operation shall be reasonably adequate to meet the needs of the Operator's customers, but not less than the minimum hours of operation specified for any Commercial Aeronautical Service addressed by these Minimum Standards in Articles 6 and 7.

Section 13. 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 governmental entity with jurisdiction over the Operator's Premises, Operator's improvements on the Premises, and/or Operator's Commercial Aeronautical Activities.

Section 14. Indemnification and Insurance

Operators shall provide the Authority with satisfactory evidence of insurance coverage in the amounts stipulated for each particular type of activity according to the insurance requirements established by the Authority in consultation with its risk management agent(s), as may be amended from time to time, upon written request by the Authority. The Authority maintains standard insurance guidelines which are published annually and kept on file with the Authority and incorporated into each Agreement.

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Michigan) satisfactory to the Authority having an A.M. Best

rating of B+, VIII or better. Operator shall be fully responsible for any deductible(s) or self-insured retention required under Operator's insurance policies.

All insurance limits specified by the Authority represent the minimum coverage and amounts that shall be maintained by Operator to engage in Commercial Aeronautical Service at the Airport. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

Except as otherwise provided in an Agreement, Operator shall protect, defend, and hold the County and the Authority completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to 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 out of the use or occupancy of the Airport by Operator, or the acts or omission of the Operator, its agents, representatives, contractors or employees. The Authority shall give Operator reasonable notice of any such claims or actions. The provision of this Section shall survive the expiration or early termination of an Agreement only with respect to those liabilities, losses, suits, claims, judgments, fines or demands that arise by reason of injury or death of any person or damage to any property that occurs during the term, but prior to the expiration of early termination of an Agreement.

Section 15. Construction and Alterations

All construction, 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 Authority and in accordance with Applicable Laws. Operator shall not proceed with any construction or alterations on the Premises without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including the Authority, as provided in the Operator's Agreement.

Section 16. Subcontracting, Subleasing, and Assignment

Consistent with the terms of the controlling Agreement(s), FBOs may be permitted to subcontract with another entity to conduct a Commercial Aeronautical Service that the FBO is required or permitted to conduct under these Minimum Standards. In such event, the subcontractor shall be responsible for complying with all applicable Minimum Standards; provided, however, that the FBO shall remain liable to the Authority for compliance with the Minimum Standards and the terms of the controlling Agreement.

SASOs are prohibited from subcontracting with another entity for the primary performance of authorized Commercial Aeronautical Services absent extraordinary circumstances and written approval from the President/CEO. The foregoing prohibition is not intended to prohibit SASOs from subcontracting for customarily required products or services; provided, however, any subcontractor conducting Commercial Aeronautical

Services shall be required to hold an Agreement with the Authority and shall be responsible for complying with all applicable Minimum Standards.

An Agreement may allow an Operator to sublease or assign the Agreement to another Entity, depending on the nature of Operator's activities, with the prior approval of the President/CEO. Any sublessee or assignee desiring to conduct Commercial Aeronautical Services shall be required to submit an application pursuant to Article 4 and enter into separate written Agreement with the Authority. Unless otherwise agreed to by the Authority in writing, any sublease or assignment shall not relieve the Operator of their obligations under the Minimum Standards and the terms of any Agreement.

Article 6.

Additional Minimum Standards for Fixed Based Operators

A Fixed Base Operator (FBO) is an Operator permitted to engage in the retail sale and into-plane delivery of Aviation Fuels at the Airport. In addition to providing Aviation Fuels, an FBO must also provide the following Commercial Aeronautical Services: line services and ground support, aircraft hangaring, aircraft tie-down and parking, and aircraft maintenance; each in accordance with the provisions of this Article. An FBO desiring to provide any additional Commercial Aeronautical Services shall obtain written approval from the Authority and demonstrate compliance with the Minimum Standards applicable to such Commercial Aeronautical Services, subject to Article 3, Section 8.

In addition to the General Requirements for Commercial Aeronautical Services set forth in Article 5 of these Minimum Standards, each FBO at the Airport shall comply with the following Minimum Standards set forth in this Article 6.

Section 1. Required FBO Services

FBOs shall be required to offer all of the following services to the public:

- (a) Aviation Fuels. FBOs shall offer Jet-A and 100LL Aviation Fuels, sourced from a reputable distributor authorized to do business in Michigan. FBOs shall be required to offer unleaded aviation gasoline at such time an unleaded aviation gasoline has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA. FBOs shall be capable of delivering and dispensing all offered Aviation Fuels with a response time during required hours of operation not to exceed 20 minutes.
- (b) Ground Services. Ground services and support, including, without limitation, aircraft marshalling and towing; oxygen, nitrogen, and compressed air services; lavatory services; ground power; aircraft cleaning services; ground transportation arrangements (limousine, shuttle, and rental car); aircraft catering; de-icing services, engine preheating, and assisted aircraft start.

- (c) Aircraft Maintenance. FBOs shall be able to provide routine (preventative) aircraft line maintenance on the airframe, powerplants, and associated systems of all general aviation aircraft, based and transient, normally frequenting the Airport (see 14 CFR Part 43, Appendix A). An FBO must have available at the Airport at least one currently certified airframe and power plant mechanic with inspection authorization during all required hours of operation.
- (d) Aircraft Removal. FBOs shall have personnel trained, and have on-site or be capable of arranging for the equipment and/or services required, to remove damaged Aircraft from the Airport movement areas within thirty (30) minutes upon request of the President/CEO or any party needing assistance during required hours of activity, or such longer period as may reasonably be required to coordinate removal services for heavy aircraft, not to exceed two (2) hours. At all other times, FBOs shall be available to provide such services on an on-call basis within two (2) hours.
- (e) Tie-Down/Hangar Services. FBOs shall provide tie-down and hangar services to all general aviation aircraft, based and transient, normally frequenting the Airport. FBOs shall comply and ensure any authorized sublessee complies with the FAA's *Policy on the Non-Aeronautical Use of Airport Hangars*, 81 Fed. Reg. 38,906 (June 15, 2016), as it may be amended.

An FBO shall provide Aviation Fuels using its own equipment and employees. All other required or additional authorized Commercial Aeronautical Services may be subcontracting to another Operator authorized by the Authority and meeting all requirements set forth in these Minimum Standards.

Section 2. Minimum Premises/Facilities

All FBOs shall have adequate land, apron, vehicle parking, and facilities to accommodate all required activities of the FBO and any additional authorized Commercial Aeronautical Activities, but not less than the following:

- (a) *Contiguous Land*. 217,800 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.
- (b) *Ramp/Apron*. 87,120 sq. ft. of sufficient weight-bearing capacity to accommodate the most demanding general aviation Aircraft, based or transient, normally frequenting the Airport, upon which the FBO shall maintain paved tiedown adequate to accommodate the number, type, and size of based and transient Aircraft requiring tiedown space, but not less than 20 tiedowns.
- (c) *Terminal Facilities*. 4,500 sq. ft. of curbside accessible terminal space sufficient to accommodate not less than 2,500 sq. ft. of customer area, including at least crew and passenger lounge(s), flight planning room,

conference room, and restrooms; and not less than 750 sq. ft. of administrative area, including adequate space for employee offices, work areas, and storage.

- (d) *Storage Hangars.* FBOs shall maintain Aircraft storage hangar(s) available for short- and long-term use by the public with total area of at least 28,000 sq. ft. At least one hangar shall have an area not less than 12,500 sq. ft.
- (e) *Landside Parking* of not less than 14,000 square feet, containing 40 normally sized vehicle parking spaces.

Section 3. Fuel Storage

FBOs shall construct, install, and/or maintain in accordance with Applicable Laws an on-Airport above-ground fuel storage facility in a location consistent with the Airport Layout Plan and approved by the President/CEO. Such fuel storage facility shall be equipped with such safety features, filtration systems, and spill prevention and containment capabilities to ensure the quality of Aviation Fuels and safety of the Airport in accordance with all Applicable Laws, including without limitation National Fire Protection Association (NFPA) Code 30 and 30-A and any subsequent revisions thereto. FBOs shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport.

FBOs' fuel storage facilities shall have at least 10,000 gallons of storage capacity for each type of Aviation Fuel required to be made available; provided, however, that if an FBO offers fueling services to scheduled airlines at the Airport's passenger terminal, then the FBO shall provide not less than 20,000 gallons of storage capacity for Jet-A.

FBOs shall ensure a minimum inventory of 5,000 gallons of each Aviation Fuel required to be made available at all times; provided, however, if an FBO offer fueling services to scheduled airlines operating at the Airport, then the FBO shall maintain a minimum inventory of Aviation Fuel in that amount equal to twice the greatest number of gallons supplied to scheduled airlines in a single day during the most recent calendar quarter. FBOs shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of Aviation Fuels in the quantities that are necessary to meet the requirements set forth herein. Aviation Fuels delivered shall conform to applicable ASTM specifications and recognized industry standards, shall be clean and bright in appearance, and shall be without free water, sediment, or other contaminants in excess of allowable limits. Ensuring the quality of the fuel is the responsibility of the FBO.

FBOs shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) in satisfaction of Applicable Laws. A copy of the SPCC Plan must be filed with the President/CEO at least thirty (30) days prior to commencing operations and must be updated at least once every five years or earlier if required by Applicable Laws. An

updated copy of the SPCC must be filed with the President/CEO no later than thirty (30) days prior to its effective date.

FBOs shall be liable and indemnify the Authority for all leaks, spills, or other damage that may result through the handling and dispensing of Aviation Fuels. FBOs 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.

FBOs shall provide monthly fuel reports to the President/CEO, including total gallons of Aviation Fuels delivered and dispensed by type of Aviation Fuel per day, and make such reports available for auditing at any time by the President/CEO.

Section 4. Fueling Equipment

FBOs shall maintain at all times at least one operating and fully functional Jet-A mobile refueling vehicle with a capacity of at least 2,000 gallons, and at least one operating and fully functional 100LL refueling vehicle having a capacity of at least 500 gallons; provided, however, that FBOs offering fueling services to scheduled airlines at the Airport shall have not less than two Jet-A mobile refueling vehicles meeting the foregoing requirements. All Aircraft refueling vehicles shall be equipped with metering devices that satisfy Applicable Laws and with over-the-wing servicing capability. Jet-A mobile refueling vehicles shall be equipped with single point Aircraft servicing capability. All mobile refueling vehicles shall be bottom loaded, and equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including, without limitation, those prescribed by: the Fire Code adopted by the State of Michigan and the Michigan Bureau of Fire Services, applicable National Fire Protection Association (NFPA) standards, 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials," and applicable FAA Advisory Circulars including without limitation AC 00-34A, Aircraft Ground Handling and Servicing, and AC 150/5210-5D, Painting, Marking and Lighting of Vehicles Used on an Airport, as they may be amended or revised by the FAA from time to time.

Without limiting the foregoing, an FBO shall provide adequate bonding wires, continuously inspected and maintained, on all fueling equipment; spill kits; and an adequate supply of properly located fire extinguishers or other suppression equipment.

An FBO having only one refueling vehicle for any given Aviation Fuel shall be required to maintain arrangements for prompt access to a temporary replacement refueling vehicle, should the primary vehicle used to meet these Minimum Standards become inoperative. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which the backup refueling vehicle shall be made available to FBO. Copies of such agreement shall be made available to the President/CEO upon request.

Section 5. Other Equipment

FBO shall provide tie-down facilities and equipment including rope, chains and other types of restraining devices (e.g., wheel chocks); adequate loading, unloading and towing equipment (tugs and tow bars) 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.

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

Section 6. Hours of Activity

Aviation Fuels and dispensing shall be available 24 hours per day, 365 days per year, including holidays. FBO shall have adequate personnel properly trained to dispense Aviation Fuels on-site at the Airport at all times; provided, however, FBO may elect not to staff for fueling operations between 12:00 a.m. and 5:00 a.m. local time if such personnel are available on-call with a response time not to exceed 45 minutes.

Aircraft Maintenance and Aircraft Removal, as described in Section 1 above, shall be available 24 hours per day, 365 days per year, including holidays. FBO shall have at least one properly certified mechanic with inspection authority available during business hours; provided, however, FBO may elect not to staff for Aircraft Maintenance and Aircraft Removal operations between 5:00 p.m. and 8:00 a.m. local time if such personnel are available on-call with a response time not to exceed 60 minutes.

All other required services shall be available with adequate staffing between 8:00 a.m. and 5:00 p.m. local time, seven days per week.

Section 7. Standard Operating Procedures.

FBOs shall develop, maintain and conduct its operations in conformance with written SOP(s) which shall be submitted to the President/CEO prior to commencing operations. The SOP shall address at least the following subjects: fuel quality assurance, methods to ensure adequate fuel inventories to meet the needs of FBO customers, emergency response to spills and fires, bonding and fire protection, marking and labeling of refueling vehicles and storage facilities, training, record keeping, ramp safety, and the application of deicing fluids, as applicable.

Article 7.

Additional Minimum Standards for Special Aeronautical Service Operators

A Specialized Aeronautical Service Operator (SASO) is an Operator other than an FBO, which is authorized to provide one or more Commercial Aeronautical Services

Commercial Operator. SASOs may not conduct aircraft fueling activities of any nature, or otherwise provide, sell, dispense, exchange, or transfer Aviation Fuels, except to the extent engaged in self-fueling activities in strict accordance with Article 8.

In addition to the General Requirements for Commercial Aeronautical Services set forth in Article 5 of these Minimum Standards, each SASO at the Airport shall comply with the following Minimum Standards set forth in this Article 7 for each Commercial Aeronautical Service provided, subject to Article 3, Section 8. In the event this Article prescribes a more demanding standard than the General Requirements provided in Article 5, the more demanding standard set forth in this Article shall control.

Section 1. Aircraft Charter

- (a) Scope of Activity. This Section shall apply to all Operators providing air transportation of persons or property for hire on a nonscheduled or on-demand basis, as defined by the FAA, with a Fixed Place of Business at the Airport. This Commercial Aeronautical Service specifically includes, but is not limited to, operators certified by FAA under 14 C.F.R. Parts 135 or 380.
- (b) Minimum Premises/Facilities. Operator shall lease or sublease contiguous Premises not less than three-quarters (0.75) of an acre. Operator shall construct and/or maintain on the Premises not less than following facilities:

Ramp/Apron of not less than 10,000 square feet, with weight-bearing capacity sufficient to accommodate the most demanding Aircraft utilized in connection with Operator's Commercial Aeronautical Services; or such larger area as may be necessary to accommodate the movement of Aircraft upon Operator's Premises without interfering with the movement of Aircraft upon other areas of the Airport or other Operators' activities.

Hangar of not less than 7,500 square feet.

Building/Facilities of not less than 1,000 square feet, which includes a customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage of materials. This requirement may be integrated into the required *Hangar* facility.

Landside Parking of not less than 3,500 square feet, containing ten normally sized vehicle parking spaces.

- (c) Minimum Equipment. Operator shall provide either proof of ownership or a written lease demonstrating the full and exclusive control of at least one Aircraft certified for and capable of use in instrument meteorological conditions. Operator shall maintain at least one such Aircraft in an airworthy condition and in accordance with Applicable Laws. Operator shall provide the type, class, size and number of all Aircraft intended to be used by Operator.

Section 2. Aircraft Maintenance

- (a) Scope of Activity. This Section shall apply to all Operators engaged in providing Major Alterations, Major Repairs, and Preventative Maintenance, as defined by 14 C.F.R. Part 43, for Aircraft other than those owned by the Operator or leased for the Operator's exclusive use, including the associated sale of Aircraft parts and accessories or materials. This Section includes Operators conducting avionics and instrument repair, provided that Operators conducting only avionics and instrument benchwork (i.e., without installation or uninstallation onto aircraft) may qualify as a Limited Avionics and Instrument Maintenance Operator.
- (b) Minimum Premises/Facilities. Operator shall lease or sublease the following Premises and facilities, based upon the largest category of Aircraft the Operator holds out to the public as being able to service:

Area Type	Group I-II Piston/T-Prop		Group I-II TurboJet		Group III TurboJet	
Ground	32,670	sf	0.75 acre	43,560	sf	1.00 acre
Ramp/Apron	10,000	sf		15,000	sf	22,500
Building/Facility	1,000	sf		1,250	sf	1,500
Hangar	7,500	sf		10,000	sf	15,000
Parking	3,500	sf	10 spaces	5,000	sf	14 spaces

Required *Ramp/Apron* shall have sufficient weight-bearing capacity to accommodate the most demanding Aircraft utilized in connection with Operator's Commercial Aeronautical Services.

Required *Building/Facilities* shall include a customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage of materials. This requirement may be integrated into the required *Hangar* facility.

- (c) Minimum Hours of Operation. Operator shall be open and adequately staffed between 8:00a and 5:00p local time, at least five days per week. Operator shall be available on an on-call basis at all other times, with a response time not to exceed sixty (60) minutes.

Section 3. Limited Avionics and Instrument Maintenance

- (a) Scope of Activity. This Section shall apply to all Operators engaged in providing Major Alterations, Major Repairs, and Preventative Maintenance, as defined by 14 C.F.R. Part 43, with respect to avionics and instruments only, which maintenance does *not* involve the installation and uninstallation of such avionics and instruments from Aircraft (i.e., benchwork).

- (b) Minimum Premises/Facilities. Operator shall lease or sublease contiguous Premises not less than three-quarters (0.75) of an acre. Operator shall construct and/or maintain on the Premises not less than following facilities:

Ramp/Apron of not less than 10,000 square feet, with weight-bearing capacity sufficient to accommodate the most demanding Aircraft utilized in connection with Operator's Commercial Aeronautical Services; or such larger area as may be necessary to accommodate the movement of Aircraft upon Operator's Premises without interfering with the movement of Aircraft upon other areas of the Airport or other Operators' activities.

Hangar of not less than 7,500 square feet.

Building/Facilities of not less than 1,000 square feet, which includes a customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage of materials. This requirement may be integrated into the required *Hangar* facility.

- (c) Minimum Hours of Operation. Operator shall be open and adequately staffed between 8:00a and 5:00p local time, at least five days per week.

Section 4. Aircraft Rental and Flight Instruction

- (a) Scope of Activity. This Section shall apply to all Operators engaged in the rental of Aircraft to the public and/or the provision of flight instruction to the public. Operators providing flight instruction shall be required to provide at least such instruction as is necessary to obtain a sport pilot, recreational pilot, private pilot, or commercial pilot certificate and an instrument rating, together with such ground school instruction as is necessary for a written examination and flight check ride for the certificate(s) and rating(s) involved.

- (b) Minimum Premises/Facilities. Operator shall lease or sublease contiguous Premises not less than three-quarters (0.75) of an acre. Operator shall construct and/or maintain on the Premises not less than following facilities:

Ramp/Apron of not less than 10,000 square feet, with weight-bearing capacity sufficient to accommodate the most demanding Aircraft utilized in connection with Operator's Commercial Aeronautical Services; or such larger area as may be necessary to accommodate the movement of Aircraft upon Operator's Premises without interfering with the movement of Aircraft upon other areas of the Airport or other Operators' activities.

Hangar of not less than 7,500 square feet.

Building/Facilities of not less than 1,000 square feet, which includes a customer lounge, public use telephone and restrooms and an

administrative area having adequate and dedicated space for employee offices, work areas and storage of materials. This requirement may be integrated into the required *Hangar* facility.

Landside Parking of not less than 3,500 square feet, containing ten normally sized vehicle parking spaces.

- (c) Minimum Equipment. Operator shall provide either proof of ownership or a written lease demonstrating the full and exclusive control of at least one Aircraft certified for and capable of use in instrument meteorological conditions. Operator shall maintain at least one such Aircraft in an airworthy condition and in accordance with Applicable Laws. Operators conducting flight instruction shall also provide customary training aids and equipment necessary for proper and effective ground school instruction.
- (d) Minimum Hours of Operation. Operator shall be open and adequately staffed between 8:00a and 5:00p local time, at least five days per week.
- (e) Insurance Disclosure. Operator shall conspicuously post a notice on its Premises and incorporate within its rental and instruction agreements 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 President/CEO.

Section 5. Aircraft Sales

- (a) Scope of Activity. This Section shall apply to all Operators engaged in the commercial sales of new or used Aircraft, including as a franchisee, dealership, or distributor of an Aircraft manufacturer. Operators shall provide or make satisfactory arrangements, which may include subcontracting to another authorized Operator, for the repair and service of any Aircraft for the duration of its sales guarantee or warranty period.
- (b) Minimum Premises/Facilities. Operator shall lease or sublease contiguous Premises not less than three-quarters (0.75) of an acre. Operator shall construct and/or maintain on the Premises not less than following facilities:

Ramp/Apron of not less than 10,000 square feet, with weight-bearing capacity sufficient to accommodate the most demanding Aircraft utilized in connection with Operator's Commercial Aeronautical Services; or such larger area as may be necessary to accommodate the movement of Aircraft upon Operator's Premises without interfering with the movement of Aircraft upon other areas of the Airport or other Operators' activities.

Hangar of not less than 7,500 square feet.

Building/Facilities of not less than 1,000 square feet, which includes a customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage of materials. This requirement may be integrated into the required *Hangar* facility.

Landside Parking of not less than 3,500 square feet, containing ten normally sized vehicle parking spaces.

- (c) Minimum Equipment. Operator shall be able to reasonably demonstrate all Aircraft offered for sale and have access to spare parts necessary for the duration of a new Aircraft's sales guarantee or warranty period.
- (d) Minimum Hours of Operation. Operator shall be open and adequately staffed between 8:00a and 5:00p local time, at least five days per week.

Section 6. Aircraft Management

- (a) Scope of Activity. This Section shall apply to all Operators providing management services (for Aircraft not owned or leased by the Operator) including, but not limited to, Aircraft scheduling and dispatching, flight crew, and the coordination of line services, ground handling maintenance, Aircraft storage, and fueling services. Aircraft Management Operators are not permitted to provide aeronautical services to managed Aircraft, including fueling, maintenance, and line services, unless satisfying the Minimum Standards applicable to such Commercial Aeronautical Activities.
- (b) Minimum Premises/Facilities. Operator shall lease or sublease contiguous Premises not less than three-quarters (0.75) of an acre. Operator shall construct and/or maintain on the Premises not less than following facilities:

Ramp/Apron of not less than 10,000 square feet, with weight-bearing capacity sufficient to accommodate the most demanding Aircraft utilized in connection with Operator's Commercial Aeronautical Services; or such larger area as may be necessary to accommodate the movement of Aircraft upon Operator's Premises without interfering with the movement of Aircraft upon other areas of the Airport or other Operators' activities.

Hangar of not less than 7,500 square feet.

Building/Facilities of not less than 1,000 square feet, which includes a customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage of materials. This requirement may be integrated into the required *Hangar* facility.

Landside Parking of not less than 3,500 square feet, containing ten normally sized vehicle parking spaces.

Section 7. Airline Ground Handling

- (a) Scope of Activity. This Section shall apply to all Operators providing ground handling services to scheduled airlines at the Airport's passenger terminal. Airline Ground Handling Operators shall not provide services in other areas of the Airport except with written permission from the President/CEO.
- (b) Required Services. Operator shall be capable of providing the following services upon request from an airline customer: air start, towing, ground power, deicing/anti-icing, portable cooling and heating, lavatory service, water, interior and exterior cleaning, catering, passenger loading and baggage handling, and other services customarily required by airline customers. Operator shall not be permitted to sell or dispense fuel at the Airport. Operator will provide all services in accordance with FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as the same may be amended or superseded, and in accordance with a written operating agreement with its customers or the Standards Ground Handling Agreement published by the International Air Transport Association or its equivalent.
- (c) Minimum Premises/Facilities. Operator shall lease, sublease, or make other written arrangements for sufficient Premises to park all vehicles and ground support equipment when not in use, to store all materials used in connection Operator's services, and to maintain an office suitable for the conduct of its business.
- (d) Minimum Equipment. Operator shall provide adequate loading, unloading, and towing equipment (tugs and tow bars) 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 vehicles; all in such number to adequately serve customers.
- (e) Standard Operating Procedures. Operator shall develop, maintain and conduct its operations in conformance with written SOP(s) which shall be submitted to the President/CEO prior to the Operator conducting any airline ground handling services at the Airport. The SOP shall address at least the following subjects: training, record keeping, ramp safety, emergency response procedures, and the application of deicing fluids, as applicable.

Section 8. Airline Deicing

- (a) Scope of Activity. This Section shall apply to Operators providing deicing services to scheduled airlines in areas of the Airport expressly designated by the President/CEO. Airline Deicing Operators shall not deice in other areas of the Airport except with written permission from the President/CEO.
- (b) Required Services and Equipment. Operator shall provide a minimum of three (3) fully functional deicing vehicles during those periods that deicing/anti-icing may reasonably be required. Operator shall provide deicing services only in designated areas, using only FAA-approved fluids, and in accordance with each air carrier's FAA-approved, ground de-icing/anti-icing program, prepared in accordance with Advisory Circular 120-60B, *Ground Deicing and Anti-Icing Program*, as the same may be amended or superseded. Operators are strongly encouraged to utilize "forced air" or hybrid deicing technologies to minimize the discharge of aircraft deicing fluids.
- (c) Minimum Premises/Facilities. Operator shall lease, sublease, or make other written arrangements for sufficient Premises to park all vehicles and ground support equipment when not in use, to store all materials used in connection Operator's services, and to maintain an office suitable for the conduct of its business. Operator shall maintain aircraft deicing fluid storage facilities in a presentable condition and in accordance with Applicable Law, including applicable discharge and other environmental permits. Operator's aircraft deicing fluid storage facilities shall have a minimum storage capacity of not less than two (2) days' supply of deicing fluids.
- (d) Standard Operating Procedures. Operator shall develop, maintain and conduct its operations in conformance with written SOP(s) which shall be submitted to the President/CEO prior to the Operator conducting any airline ground handling services at the Airport. The SOP shall address at least the following subjects: training, record keeping, ramp safety, emergency response procedures, and the application of deicing fluids, as applicable. As applicable, Operator shall submit a proposed Spill Prevention Contingency and Control Plan (SPCC) that meets all regulatory requirements. An updated SPCC Plan shall be filed with the Authority at least 10 business days prior to implementation of the updated SPCC. The SPCC shall describe, in detail, the methods and procedures to be used by Permittee to prevent, contain and clean up any deicing fluid spills. The plan shall address equipment to be used, emergency contact personnel and their telephone numbers.

Section 9. Ground Support Equipment Maintenance

- (a) Scope of Activity. This Section shall apply to all Operators fueling, maintaining, servicing, and repairing ground support equipment used at the Airport in direct support of the operation of Aircraft and movement of passengers.

- (b) Minimum Premises/Facilities. Operator shall lease or sublease contiguous Premises not less than three-quarters (0.75) of an acre. Operator shall construct and/or maintain on the Premises not less than following facilities:

Building/Facilities of not less than 1,000 square feet, which includes an administrative area having adequate and dedicated space for employee offices, work areas and storage of materials.

- (c) Minimum Equipment. Operator shall provide equipment, supplies, and parts required for routine vehicle and equipment maintenance functions including equipment to safely remove all of the fuel and other hazardous substances from the largest capacity vehicle or piece of equipment being serviced.

Section 10. Other Commercial Aeronautical Services

If a specific Commercial Aeronautical Service is not covered by these Minimum Standards, an Entity desiring to provide such Commercial Aeronautical Service should consult with the President/CEO to determine appropriate terms of Airport access. In reviewing any such proposal, the President/CEO will consider the nature of the Commercial Aeronautical Service, the proposed business terms, and the compatibility of the proposed Commercial Aeronautical Service with then-existing Airport operations and activities. The President/CEO will, to the greatest extent possible, require an Entity to comply with these Minimum Standards, including Article 5 hereof. The President/CEO may request review by the FAA to consider, for example and without limitation, whether the proposed Commercial Aeronautical Service may be conducted safely at the Airport.

The Authority may decide in its sole discretion to amend the Minimum Standards prior to executing an Agreement authorizing a Commercial Aeronautical Service not expressly provided for hereunder by, for example and without limitation, creating a new category of SASO with attendant requirements and standards.

Article 8. **Self-Fueling Activities**

This Article establishes the standards prerequisite to an Entity desirous of engaging in Self-Fueling activities at the Airport. Any Entity engaging in such activities shall also be required to comply with all Applicable Laws pertaining to such activities. No Entity shall engage in Self-Fueling activities unless the Authority issues a Permit authorizing such activities in accordance with the terms and conditions of this Article. An Entity authorized to conduct Self-Fueling activities is referred to in this Article as "Permittee."

Section 1. Self-Fueling Strictly Construed

The Authority is obligated by the terms of its grant assurances to provide Entities a reasonable opportunity to engage in Self-Fueling activities. The Authority intends to limit this opportunity to those activities which fully comport with Applicable Laws, including without limitation FAA Order 5190.6B, *Airport Compliance Manual*, as it may

be amended, and formal and informal interpretations thereof by the FAA. An Entity may be authorized to engage in Self-Fueling activities *only* with respect to Aircraft owned by such Entity or under lease for such Entity's exclusive use, and such activities will be performed only by the Entity or the Entity's bona fide employees, and using only equipment owned by such Entity or under lease for such Entity's exclusive use. The Authority will not permit Self-Fueling through an Entity's agents or manager where the Entity does not retain ultimate control over personnel, including interviewing, hiring, assigning duties, and termination of the employee assigned to the Aircraft.

Permittee shall not sell, trade, barter, or otherwise dispense Aviation Fuels to any other Entity, nor dispense Aviation Fuels into any based or transient Aircraft not expressly identified in the Permit for any purposes. Any such selling, trading, bartering, dispensing shall be grounds for immediate and permanent revocation of the Permit.

Section 2. Application Required

An Entity seeking a Self-Fueling Permit shall submit a written application and supporting documentation to the President/CEO in the format prescribed by the Authority together with evidence of ownership or exclusive use of any Aircraft to be Self-Fueled.

Section 3. Recordkeeping

Permittee shall report all Aviation Fuels delivered to the approved Permittee's Fuel storage facility during each calendar month and submit a summary report along with appropriate fees and charges due on or before the 10th day of the subsequent month.

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

Section 4. Fuel Storage

Permittee shall arrange and 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.

Permittee shall have be required to construct or install a fixed Aviation Fuels storage tank system (in a location approved by the Authority), containing safety fixtures and filtration systems to ensure quality in accordance with applicable standards. All storage tanks are to be constructed above ground and shall be built, installed, operated and maintained in accordance with Applicable Laws.

The system shall have at least 10,000 gallons of storage for each type of Aviation Fuel dispensed. The storage system must include adequate spill prevention features and

containment capabilities, together with an approved Fuel Spill Prevention Countermeasures and Control Plan, as applicable.

Permittee 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.

Section 5. Fueling Equipment

If mobile refueling vehicles will be used in connection with the Self-Fueling activities, Permittee shall utilize separate refueling vehicles for each type of Aviation Fuel to be dispensed with a minimum capacity of 750 gallons. Avgas refuelers shall have a maximum capacity of 1,200 gallons and Jet-A refuelers shall have a maximum capacity of 7,500 gallons. All refueling vehicles shall be capable of bottom loading.

Each mobile refueling vehicle and authorized Fuel Storage facility shall be equipped and maintained to comply at all times with all Applicable Laws including without limitation, those prescribed by the following:

- A. These Minimum Standards and the Rules and Regulations;
- B. State of Michigan and local building and fire codes;
- C. National Fire Protection Association (NFPA) Codes;
- D. Title 14 CFR Part 139, Airport Certification, Section 139.321(e)(1), *Handling/Storing of Hazardous Substances and Materials*;
- E. Applicable FAA Advisory Circulars, including AC 00-34A, *Aircraft Ground Handling and Servicing* and AC 150/5210-5, *Painting, Marking and Lighting of Vehicles Used On an Airport*.

Section 6. Spill Prevention Contingency and Control Plan (SPCC)

Prior to transporting fuel onto the Airport, Permittee shall provide the President/CEO, for his/her review and written approval, a proposed Spill Prevention Contingency and Control Plan (SPCC) that meets all regulatory requirements for above ground fuel storage facilities. An updated SPCC Plan shall be filed with the Authority at least 10 business days prior to implementation of the updated SPCC. The SPCC shall describe, in detail, the methods and procedures to be used by Permittee to prevent, contain and clean up any fuel spills. The plan shall address equipment to be used, emergency contact personnel and their telephone numbers.

Section 7. Standard Operating Procedure

Permittee shall develop and implement a written manual containing Standard Operating Procedures (SOP), consistent with Applicable Laws and industry practices, for Self-

Fueling activities. The SOP shall be designed to ensure compliance with standards set forth in FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*. The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage tanks and refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the President/CEO for review and approval not later than 10 business days before Permittee proposes to begin Self-Fueling activities at the Airport. The President/CEO or a designated agent may conduct periodic inspections to monitor compliance with the SOP.

Section 8. Personnel

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

Section 9. Insurance

Permittee shall procure and maintain insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines published annually and are subject to periodic modification and are kept on file with the Authority.

Article 9. Flying Clubs

A Flying Club is an Entity that is legally formed as a non-profit Entity under Applicable Laws for the express purpose of providing its members with Aircraft for their personal use and enjoyment. Flying Clubs desiring to base Aircraft and operate at the Airport shall submit an application pursuant to Article 4 and obtain a Permit, conditioned on the Flying Club's compliance with the Minimum Standards set forth in this Article.

- A. Flying Clubs shall comply with Applicable Laws.
- B. The ownership of all Flying Club Aircraft shall be vested in the name of the Flying Club or owned by all its members. Flying Clubs may lease Aircraft, provided that the Aircraft is leased for the Flying Club's exclusive use and lease rights are vested in the name of the Flying Club and all of its members equally. The property rights of the members of the Flying Club shall be equal; no part of the net earnings of the Flying Club will incur to the benefit of any individual in any form, including salaries, bonuses, etc. The Flying Club may not derive greater revenue from the use of its Aircraft than the amount needed for the operation, maintenance and replacement of its Aircraft, including reasonable reserves.

- C. Flying Club Aircraft shall not be used in connection with any Commercial Aeronautical Service, including, without limitation, air charter and aircraft rental. Notwithstanding the foregoing, a Flying Club may permit its Aircraft to be used for flight instruction, provided that both the person providing instruction and person receiving instruction are members of the Flying Club, or the instruction is given by an authorized Operator and the person receiving instruction is a member of the Flying Club. In either circumstance, the instructor may receive monetary compensation for instruction or may be compensated by credit against payment of dues in the Flying Club or flight time; however, an instructor may not receive both compensation and waived or discounted dues or flight time concurrently.
- D. A qualified mechanic who is a registered member and part owner of Flying Club Aircraft may perform maintenance work on such Aircraft. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, a mechanic may not receive both compensation and waived or discounted dues or flight time concurrently. Major Alterations and Major Repairs shall not be permitted unless it is demonstrated to the President/CEO that the work shall be performed in a facility that meets all the applicable fire and safety codes.
- E. Flying Clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any Entity other than a member of such club at the Airport, except that said Flying Club may sell or exchange its capital equipment.
- F. Flying Clubs shall maintain records demonstrating compliance with the provisions of this Article, including its corporate charter and by-laws, articles of association, partnership agreement or other documentation supporting its corporate existence; a roster, or list of members, including names of officers and directors; evidence of insurance; number and type of Flying Club Aircraft; tax returns; and record of all flight training and maintenance activity. Such records shall be made available to the President/CEO upon request.
- G. Flying Clubs may not indicate in any form of marketing and/or communications that they are a flight school or a place where people can learn to fly.

Article 10. **Independent Operators**

The Authority recognizes that Airport users may periodically require Commercial Aeronautical Services of a specialized nature from a qualified Entity which does not maintain a Fixed Place of Business at the Airport (an "Independent Operator"). The Authority shall permit an Independent Operator to provide one or more Commercial

Aeronautical Services without establishing a Fixed Place of Business on the Airport only in accordance with the provisions of this Article. The provisions of this Article are intended to ensure necessary Commercial Aeronautical Services are reasonably available at the Airport, while protecting the investment of Operators with a Fixed Place of Business at the Airport from Entities that have not made a similar investment and avoiding circumstances that may constitute unjust discrimination.

Section 1. Application Procedure

An Airport user requiring the services of an Independent Operator must submit a request to the President/CEO on behalf of the potential Independent Operator in the form and manner prescribed by the President/CEO.

If the President/CEO determines that the requested services are within the scope of those permitted in this Article, the President/CEO will invite the potential Independent Operator to submit an application pursuant to Article 7 hereof. If the proposed Independent Operator satisfies all applicable Minimum Standards set forth in this Article, the President/CEO shall issue a permit to the Independent Operator authorizing it to conduct specified Commercial Aeronautical Activities on such terms and conditions as the President/CEO may require. The permit shall specify the Airport user(s) and/or Aircraft for which the Independent Operator is authorized to provide Commercial Aeronautical Services, as may be from time to time amended by the President/CEO.

The duration of a permit will typically be thirty (30) days but, in the President/CEO's discretion, may be issued for a duration of up to one (1) year based on demonstrated need and the likelihood that the service required of an Independent Operator will be provided by an Operator with a Fixed Place of Business at the Airport during the term. The Authority shall reserve the right to terminate or not renew an Independent Operator's permit if the requirements of this Article are no longer satisfied or the Authority reasonably determines that permitting the Independent Operator to continue conducting Commercial Aeronautical Activities is likely to result in unjust discrimination with respect to Operators with a Fixed Place of Business.

An Independent Operator may provide one or more Commercial Aeronautical Services without establishing a Fixed Place of Business on the Airport *only* upon executing a written permit issued by the Authority. Such Commercial Aeronautical Services may include Independent Flight Training Operators, Independent Aircraft Maintenance Operators, Independent Aircraft Detailers/Washers, and Independent Avionics or Instrument Maintenance Operators, and such other Commercial Aeronautical Services which the Authority may authorize in its discretion, as specified in the permit.

Section 2. Minimum Standards for All Independent Operators

In addition to the General Requirements for Commercial Aeronautical Services set forth in Article 3 of these Minimum Standards, Independent Operators shall comply with the additional Minimum Standards set forth in this Article.

- A. An Independent Operator shall obtain and comply with, at the sole cost and expense of such Independent Operator or its employee(s), all necessary licenses, permits, certifications, and/or ratings required for the provision of the Independent Operator's authorized Commercial Aeronautical Activities as required by the Authority, the Minimum Standards, the FAA, or any other duly authorized agency having jurisdiction, prior to engaging in such authorized Commercial Aeronautical Activities at the Airport.
- B. The Independent Operator shall provide copies of such licenses, permits, certifications, or ratings to the Authority upon application and thereafter within 14 calendar days of a written request by the President/CEO.
- C. An Independent Operator shall provide the President/CEO with and keep current, the names, addresses, and contacts of all personnel responsible for the operation and management of the Independent Operator.
- D. Every Independent Operator shall provide a notice to each of its customers that identifies the insurance coverage provided by that Independent Operator. Insurance coverage shall conform with the insurance requirements set forth by the Authority. The Independent Operator shall provide a copy of such notice to the President/CEO upon request.
- E. The Independent Operator shall pay all fees or other charges established by the Authority for engaging in permitted Commercial Aeronautical Activity at the Airport, as set forth in the Rates and Charges Resolution. The Authority will enforce the payment of any fee or other charge due and owing to the Authority by any legal means available to the Authority under the terms of Agreement.

In addition to the aforementioned Minimum Standards in this Article X, which apply to all Independent Operators, the following Minimum Standards shall apply to specific types of Independent Operators as specified below.

Section 3. Minimum Standards for Independent Flight Training Operators

An Independent Flight Training Operator is an Entity providing Flight Training at (originating from) the Airport but which does not maintain a Fixed Place of Business on the Airport or satisfy other Minimum Standards for a Flight Training Operator.

- A. **Location.** Prior to conducting Flight Training on or from Airport property under lease to any Entity, an Independent Flight Training Operator shall provide the President/CEO with written evidence of permission from such Entity granting permission to operate on its leased premises.
- B. **Other Requirements.** Independent Flight Training Operators must log all flight and ground instruction activity with the date, duration, and name of student. This log must be provided to the Authority upon request.
- C. **Limitations.**
 - 1. Independent Flight Training Operators are prohibited from advertising their services in any manner on Airport property, including but not limited to posting signs, distributing business cards, affixing an advertising decal to its vehicle, or otherwise advertising or marketing its services.
 - 2. Independent Flight Training Operators are prohibited from providing Flight Training in their own aircraft, including aircraft leased to or rented by the Independent Flight Training Operator.

Section 4. Minimum Standards for Independent Maintenance Operators

An Independent Maintenance Operator is an Entity providing line maintenance services for aircraft, avionics, or ground support equipment at the Airport, but which does not maintain a Fixed Place of Business at the Airport.

- A. **Location.**
 - 1. Independent Maintenance Operators may provide services only in those locations expressly designated in the Permit. These locations shall meet all environmental and safety requirements applicable to the type of maintenance being provided.
 - 2. Prior to conducting services on any portion of Airport property under exclusive lease to an Entity, an Independent Maintenance Operator shall provide the President/CEO with written evidence of permission from such Entity granting permission to operate on the Entity's leased premises.

3. An Independent Maintenance Operator shall not store tools, equipment, vehicles, or materials on the Airport except on areas under lease by the Independent Maintenance Operator from the Authority, or pursuant to agreement with a Tenant of the Authority.

B. Other Requirements.

1. The Independent Operator or the requesting Airport user must demonstrate that the services or equipment to be provided by the Independent Maintenance Operator are not reasonably available from an authorized Operator with a Fixed Place of Business. For the purposes of the foregoing demonstration, the Authority will not authorize an Independent Maintenance Operator to provide services solely on the basis that such services are less costly than those provided by an Operator with a Fixed Place of Business.
2. Adequate provisions shall be in place for the removal/disposal of solutions, cleaning agents, lubricants and other waste in compliance with all Applicable Laws.
3. Independent Maintenance Operators must log all maintenance activity performed on Airport Property. The maintenance log must be provided to the President/CEO upon request.

Exhibit A

Application/Proposal Requirements Checklist

An application submitted to the Authority to conduct of Commercial Aeronautical Services shall include descriptions of or information required by the following (as applicable):

1. The proposed nature of the business.
2. Name of all principals and/or holding company to include a short resume for all principals and financial backers.
3. Short resume of the manager of the business (if different from above) including this person's experience and background in managing business as similar in nature.
4. List of four references (include name, title, company, telephone number, Email and address).
5. Intended scope of operation and/or development. Include list of services to be offered. Business plan for proposed operation including any market analysis.
6. Number and type of Aircraft that will be provided, if applicable.
7. Equipment necessary and special tooling to be provided, if any.
8. Number of persons to be employed (specify full and parttime).
9. Periods (days and hours) of proposed operation.
10. Amount of space/land that will be leased (include preferred location).
11. Construction cost estimate.
12. Construction schedule.
13. List of any prospective sub-tenants and uses.
14. Evidence of financial responsibility to perform project and operation, including audited financial statements prepared or certified by a Certified Public Accountant.
15. A current credit report (from a major credit reporting agency) for each 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 period immediately prior to such application.
16. Preliminary plans, specifications and dates (including construction schedule and a site plan in accordance with the ALP and land use requirements) for any

improvements which the 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 Authority.

17. Proof that the Applicant has or the capability of having the minimum insurance coverage, as specified in Appendix One, 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.
18. Statement of past work experience in conducting proposed operation and construction.
19. Evidence of projections for the first year and the succeeding four years.
20. Marketing plan to include methods to be used to attract new business (advertising and incentives).
21. Plans for physical expansion, if business should warrant such expansion.
22. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.
23. A written authorization for use by the Authority 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.
24. Such other information as the Authority may require.