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**GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY**

**GERALD R. FORD INTERNATIONAL AIRPORT**

# **MINIMUM STANDARDS**

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**Effective July 1, 2016**



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# SECTION ONE – PREAMBLE & POLICY

## GENERAL

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 policy for the Airport:

These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Aeronautical Activities 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 activities 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 taking into consideration: (1) the role of the Airport, (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 the community, and (4) the promotion of fair competition at the Airport.

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

The purpose of these Minimum Standards is to encourage, promote, and ensure:

- 1) the delivery of high quality aeronautical products, services, and facilities to Airport customers; and
- 2) the design and development of quality aeronautical facilities and improvements at the Airport; and
- 3) safety and security; and
- 4) the economic health of aeronautical businesses; and
- 5) the orderly development of Airport property; and
- 6) The consistent establishment of policy to avoid conflict of interest and politically motivated pressures.

## ADMINISTRATION AND POLICY OVERSIGHT

While the Authority is responsible for the administration of the Airport and has the ultimate policy-making authority in this regard, the President and Chief Executive Officer shall interpret and enforce these Minimum Standards.

### EFFECTIVE DATE

These Minimum Standards shall be effective on **February 23, 2005** and shall remain in effect until such time that these minimum standards are either repealed or amended.

### REPEAL OF “SEPTEMBER 12, 1985 STANDARDS”

These Minimum Standards shall repeal and replace the Kent County Aeronautics Board Minimum Criteria for FBO Operations and Other Associated Commercial Activities having an effective date of September 12, 1985.

## **AMENDMENT OF STANDARDS**

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

## **OWNER'S RIGHTS**

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

## **RIGHT TO SELF-SERVICE**

An Operator may fuel and otherwise service its own Aircraft provided the Operator does so himself/herself (or his Employees do so) using his vehicles, equipment, and resources (fuel) and that the fueling is performed in accordance with all applicable Regulatory Measures.

## **SEVERABILITY**

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.

## **NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS**

Any notice, demand, request, consent, or approval that an entity may or is required to give to the Authority, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Gerald R. Ford International Airport Authority  
5500 44<sup>th</sup> St. S.E.  
Grand Rapids, MI 49512

## **VARIANCES AND DEVIATIONS**

The Authority reserves the right to authorize variances or deviations from these Minimum Standards. Such variances or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria. All requests for variances or deviations shall be presented to the Authority in writing in a form described by the Authority.

## **ENFORCEMENT**

The CEO shall enforce the provisions of these Minimum Standards and may call upon Authority law enforcement for such assistance as the CEO may, from time to time, require.

Permits: Failure to comply with the applicable standards set forth herein shall result in the suspension of the applicable activity permit issued to Operator for the 1st violation. Any subsequent violation shall result in permanent revocation of the associated permit thereby removing any right of the Operator to conduct the activities granted under the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations.

Furthermore, failure to comply may also result in the termination of other Agreements between the Operator and the Authority.

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## SECTION TWO - DEFINITIONS

AC (ADVISORY CIRCULAR) – documents published by the FAA that contain information about standards, practices and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, or regulations.

AERONAUTICAL ACTIVITY – any activity or service that involves, makes possible, facilitates, is related to, assist in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations.

NOTE: The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, aircraft storage, aerial sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sales of Aircraft parts, and any other Activities which in, the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For purposes of the Minimum Standards, all products and services described herein are deemed to be “Aeronautical Activities”.

AERONAUTICAL SERVICE – any service which involves, makes possible or is required for the operation of Aircraft, or which contributes to or is required for the safety of Aircraft operations commonly conducted on the Airport by an entity who has a lease, Sublease, Sublicense, or operating Agreement (and a permit) from the Airport owner to provide such service.

PRESIDENT AND CHIEF EXECUTIVE OFFICER (“CEO”) – the individual charged with the duty to manage, supervise, control, and protect the Airport or such other employee of the Authority as the CEO may from time to time designate to carry out the duties of the CEO.

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

AIRCRAFT – any contrivance now known or hereafter invented which is used or designed for navigation of or flight in 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, amphibians, and seaplanes.

AIRCRAFT OPERATOR – a person who uses, causes to be used, or authorizes to be used an Aircraft, with or

without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

AIRFRAME AND POWERPLANT MECHANIC – an individual, certificated by the FAA, that performs and/or supervises the maintenance, preventive maintenance or alteration of an aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain regulatory measures.

AIRPLANE DESIGN GROUP – a grouping of airplanes based on wingspan. For purposes of these Minimum Standards, the Term Airplane Design Group may be referred to as simply Group I or GI, etc.

The groups are as follows:

- Group I Up to but not including 49 feet; and
- Group II 49 feet up to but not including 79 feet; and
- Group III 79 feet up to but not including 118 feet; and
- Group IV 118 feet up to but not including 171 feet; and
- Group V 171 feet up to but not including 214 feet; and
- Group VI 215 feet up to but not including 262 feet.

AIRPORT – means the Gerald R. Ford International Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified.

AIRPORT CERTIFICATION MANUAL – a document required by the FAA detailing the Airport’s requirements as contained in 14 CFR Part 139.

AIRPORT LAYOUT PLAN (ALP) – the drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc.

AIRPORT OPERATIONS AREA (AOA) – is a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Ramps, Ramps, taxiways, runways, unimproved land attributed to the taxiways and runways, safety clear areas, areas beneath the terminal building, areas beneath the concourses and contiguous areas delineated for the protection and security of aeronautical activity.

AIRPORT SECURITY PLAN – a document required by the Transportation Security Administration detailing the Airport’s requirements as contained in the applicable security regulations.

AUTHORITY – The Gerald R. Ford International Airport Authority, created under the Michigan Regional Airport Authority Act, 2015 P.A. 95, which is responsible for the administration of the Gerald R. Ford International Airport.

CFR – Code of Federal Regulations.



COMMERCIAL – for the purpose of securing earnings, income, compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished.

CO-OPERATIVE (CO-OP) FUELING – an organization formed by Aircraft Owners, air carriers or flight departments for self-fueling purposes.

EMPLOYEE(S) – any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between “employee” and “contractor” shall be made according to then current Internal Revenue Service standards.

EXCLUSIVE RIGHT – a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. Note: An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

FAA – Federal Aviation Administration. The division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

FBO (FIXED BASE OPERATOR) – a Commercial Operator authorized and required, by Agreement with the Authority, to provide to the public the sale of products, services, and facilities to include, at a minimum, the following Activities at the Airport: Fueling; Line (Ground) services and support, hangar, tie-down, and parking; Aircraft Maintenance.

GRANT ASSURANCE – those contractual obligations that are described by law and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property. Note: The term Grant Assurance may in certain context may be referred to as simply Assurance.

GRANTEE – means the term commonly used in various agreements to identify an entity that has been granted certain rights while operating at the Gerald R. Ford International Airport.

GRANTOR – the term commonly used in various agreements identifying the Authority.

INDEPENDENT OPERATOR – a person or entity that conducts Aeronautical Activities, retaining total and free control over the means or methods used in conducting activities on the Airport but is based on land either adjacent to and/or located other than on the Airport, and whereby such land is not part of the Airport.

MINIMUM STANDARDS – those qualifications, standards, and criteria set forth, by an Airport owner, as the minimum requirements that must be met as a condition for the right to engage in Aeronautical Activities at the Airport.

NON-COMMERCIAL – not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

OPERATOR – any FBO, SASO, and/or any entity subject to the standards set forth herein.

PRIVATE FLYING CLUB – a private non-commercial organization, whose members own equal shares, established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

RAMP (APRON) – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

RAMP PRIVILEGE – the driving of a vehicle upon an Aircraft-parking ramp on the AOA of the Airport to deliver persons, cargo or equipment to an Aircraft as a matter of convenience or necessity.

REGULATORY MEASURES – Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, NFPA, EPA, OSHA, ARFF Standard Operating Guidelines, and the Airport Certification Manual, the Airport’s primary guiding documents; all as may be in existence, hereafter enacted, and amended from time to time.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) – a Commercial Operator that provides any one or combination of Activities. Examples of these services may include aircraft rental; flight training; aircraft maintenance; air ambulance; aircraft sales; avionics, instrument or propeller services; or other specialized commercial flight support businesses.

SELF-FUELING (OR SELF-FUELING OPERATOR) – an Aircraft Owner (or his employees) who fuels his own Aircraft using his own vehicles, equipment, and resources (fuel). Joint or cooperative arrangements (Co-op Fueling) are prohibited.

SELF-SERVICE – Fueling, maintenance, repair, cleaning, or other servicing of an Aircraft performed by the Aircraft Owner (or his employees) using resources (goods) obtained by the Aircraft Owner and vehicles or equipment owned by the Aircraft Owner. 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any Aircraft owned or operated by the pilot. For a list of such preventive maintenance activities refer to 14 CFR Part 43. “Owned Aircraft” is an Aircraft that is owned or leased and operated under the full and exclusive control of the Aircraft owner or lessee.

SUBLEASE – an Agreement entered into by an entity with an Operator that transfers rights or interests in Operator’s Premises and is enforceable by law, regardless of whether the interest in land is an estate for years or a usufruct.

SUBLICENSE – a license giving rights of products or services to a person or company that is not the primary holder of such rights. NOTE: All Sublicense agreements require prior Authority approval.

THROUGH-THE-FENCE OPERATION – the right to have direct access to the Airport from private property located contiguous to the Airport. Through-the-Fence Operators, while being located off Airport property, have access to the Airport’s runway and Taxiway system.

TSA – Transportation Security Administration.

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## **SECTION THREE – GENERAL REQUIREMENTS**

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

### **1. EXPERIENCE/CAPABILITY**

Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet with the approval of, the Authority.

Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. Appendix One – Proposal Requirements should be used as a guide to assist prospective Operator in demonstrating resources and capabilities.

### **2. AGREEMENT REQUIRED**

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

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

An Operator shall not engage in any commercial activity not specifically authorized by Agreement or Permit.

### **3. PAYMENTS OF RENTS, FEES, AND CHARGES**

All Operators shall comply with the Rates and Charges Policy enacted by the Authority or as otherwise specified in a written Agreement.

### **4. PREMISES**

Operator shall, at a minimum, lease the land and/or improvements stipulated for the Activity in these Minimum Standards. All Commercial and Non-commercial Aeronautical Activities must be conducted on the Airport. Through-the-Fence Operations will not be permitted.

Premises used for Commercial purposes that require public access shall have direct landside access.

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

Ramps - Ramps associated with hangars shall be sufficient, in size, to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities and/or aircraft operating in taxi lanes or taxiways, whichever is greater.

Paved Automobile Parking - Paved automobile parking shall be sufficient to accommodate all of the Operator's and Operator's Sub-lessee's or Sub-licensee's (if applicable) customers, employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator's premises and located in close proximity to the Operator's main facility. On-street automobile parking is not allowed.

## **5. INDEPENDENT OPERATORS**

Independent Operators shall not be permitted.

## **6. FACILITY MAINTENANCE**

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

## **7. PRODUCTS, SERVICES AND FACILITIES**

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

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

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

## **8. EXCLUSIVE RIGHTS**

No person shall be granted an exclusive right to conduct any Commercial Aeronautical Activity on the Airport as mandated by FAA regulations regarding exclusive rights and minimum standards for Commercial Aeronautical Activities.

The grant of an exclusive right for the conduct of any aeronautical activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur.

- a. Single Activity. The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no

intent by express agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract additional Aeronautical Activities. So long as the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right.

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

## **9. NON-DISCRIMINATION**

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

Operator shall not discriminate against any person or class of persons by reason of race, 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 Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

## **10. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS**

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

## **11. PERSONNEL**

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

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo), pants or skirt, and shoes or dress boots with socks (no sandals permitted). Uniforms will be of a consistent color theme. Employees shall be trained by Grantee to render high quality, courteous, and efficient service. Grantee shall closely supervise service personnel to assure a high standard of service.

No offensive or profane language or symbols will be worn or displayed by any employee. Each employee will conduct them self in a professional manner at all times.

Upon receipt of a written objection from the CEO concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the bases for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

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

## **12. AIRCRAFT, VEHICLES, AND EQUIPMENT**

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

## **13. HOURS OF ACTIVITY**

Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance, and in writing, by the CEO.

## **14. SAFETY AND SECURITY**

The Authority has overall responsibility for safety and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual and the Airport Security Program. These standards and procedures apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the State of Michigan, the Michigan Department of Transportation, the Michigan Aeronautics Commission, the County of Kent, and the Authority governing the conduct and operation of the Airport and its facilities. Authority agrees that any rules and regulations promulgated by the County of Kent or the Authority shall not be inconsistent with any legally authorized Federal or State rules or regulations. In the event the Authority is assessed and pays a fine because of an act or omission of Operator, its employees, agents, and invitees, in violation of this Section, Operator shall reimburse the Authority for such payment within thirty days of the Authority providing such notice of payment.

Operators whose facilities have direct access to the AOA shall develop and maintain Airport Tenant Security Programs in accordance with 49 CFR 1542.113.

## **15. ENVIRONMENTAL**

Operator shall at all times and in all respects comply with local, State, and Federal laws ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use,

generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport.

**16. INDEMNIFICATION AND INSURANCE**

All prospective and existing Operators shall provide to the Authority's satisfaction evidence of their ability to procure and maintain 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, and kept on file with the Authority. Said insurance requirements are subject to periodic modification. The limits stipulated for each Activity represent the minimum coverage and amounts that shall be maintained by Operator to engage in Activities 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.

Operator shall protect, defend, and hold the County and the Authority and their officers and employees, individually and collectively, completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incidental to an Agreement and/or the use or occupancy of the leased/assigned premises by Operator, or the acts or omissions of Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of Authority, its agents, representatives, contractors or employees. Authority shall give to Operator reasonable notice of any such claims or actions.

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 insurance policy deductible(s) for which the required insurance applies.

**17. TAXES AND ASSESSMENTS**

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

**18. MULTIPLE ACTIVITIES**

When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

**19. NEW ACTIVITIES**

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

**20. EXISTING AGREEMENTS**

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

Existing tenants, however, are requested to comply with these Minimum Standards, as set forth herein, even if not automatically obligated to do so. All entities will become subject to these



standards immediately following the expiration, termination, and/or modification of any Agreement through amendment, addendum, extension, renewal, or other means.

**21. CONSTRUCTION/ALTERATIONS**

All alterations and improvements, including but not limited to, offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with design and construction standards established by the Authority and in accordance with applicable federal, state and local codes, ordinances, laws, rules and regulations. Operator shall not proceed with any construction or remodeling on the premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including the Authority.

**22. SUBLICENSE/SUBLEASE ACTIVITY**

All Sublicense/Sublease Agreements require the prior written approval of the Authority.

**23. COMPLIANCE WITH REGULATORY MEASURES**

Operator shall observe and obey all reasonable Regulatory Measures promulgated from time to time by the Department of Transportation (“DOT”), the FAA, the Department of Homeland Security (“DHS”) the Transportation Security Administration (“TSA”), the State of Michigan, the County of Kent and the Authority, governing the conduct and operation of the Airport and its facilities. The Authority agrees that any Regulatory Measures promulgated by the County of Kent or the Authority shall not be inconsistent with any legally authorized rule or regulation of the DOT, the FAA, the DHS, the TSA, or the State of Michigan.

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# SECTION FOUR – FIXED BASE OPERATOR

## 1. DEFINITION

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to include, at a minimum, the following Activities at the Airport: Fueling (Jet fuel and/or AvGas); Line (Ground) services and support (hangar, tie-down, and parking, etc.); aircraft maintenance.

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

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

## 2. PREMISES

Ground	217,800 SF	5.0 acres
Ramp	87,120 SF	2.0 acres
Building/Facility	4,500	
Customer Area	2,500	
Administrative Area	750	
Maintenance Area	1,250	
Hangar	28,000 SF	
Parking	14,000 SF	40 spaces

Ground area (to meet primary requirement) shall be contiguous. FBO may be permitted to have additional non-contiguous land for its operations.

Ramp area shall provide paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft typically handled or serviced by the FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based/transient aircraft requiring tie-down space at the Operator’s premises, but no less than 20 paved tie-down spaces.

Building/Facility area shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative.

### **3. FUEL STORAGE**

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.

An FBO shall have a fixed fuel storage tank system (in a location designated by Authority), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. Underground and above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, state and local regulations.

The system shall have at least 10,000 gallons of storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan that must be submitted to the Authority and kept current by Operator.

If FBO is providing into-plane service to scheduled air carriers, it shall have the capability of at least 20,000 gallons capacity for Jet fuel or such additional capacity necessary to refuel the largest Aircraft normally frequenting the Airport, whichever is greater.

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

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports, including total gallons of fuel delivered by type and category, to the Authority.

### **4. FUELING EQUIPMENT**

An FBO shall be required to comply with and/or provide the following:

Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide “over-the-wing”, “single point”, and “bottom-loading” capability).

Proper storage and staging of Refuelers in accordance with all applicable Regulatory Measures.

FBOs providing 100LL Avgas only are not required to provide Jet A; however, FBOs providing Jet A service are required to provide both Jet A and 100LL.

Refueler Size/Quantity:

- At least one 100LL refueler with a 500-gallon minimum
- At least one Jet-A refueler with a 2,000-gallon minimum (as required)

Backup Equipment:

An FBO having only one Refueler shall be required to have immediate access to the use and operation of a temporary replacement Refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which Refueler shall be made available to FBO. Copies of such agreement shall be made available to the CEO upon request.

Use of Equipment:

With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

**5. OTHER EQUIPMENT**

In regards to line service activities, 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's Premises to include backup/replacement equipment.

**6. PERSONNEL**

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

Employee Appearance and Conduct:

Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo), pants or skirt, and shoes or dress boots with socks (no sandals permitted). Uniforms will be of a consistent color theme. Employees shall be trained by Grantee to render high quality, courteous, and efficient service. Grantee shall closely supervise service personnel to assure a high standard of service.

Upon receipt of a written objection from the CEO concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or

demeanor.

No offensive or profane language or symbols will be worn or displayed by any employee. Each employee will conduct them self in a professional manner at all times.

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

## **7. HOURS OF ACTIVITY**

FBO shall be open and services (other than fueling and line services) shall be available to meet the reasonable demands of the public for these Activities during normal business hours (8:00 a.m. – 5:00 p.m.) seven (7) days a week.

Fuel and line services shall be available 24 hours per day including holidays. FBO may not require fueling/line service personnel to be on-site during the hours of 12:00 a.m. and 5:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.

Aircraft maintenance and Aircraft recovery/removal services shall be available 24 hours per day including holidays. FBO may not require maintenance/recovery personnel to be on-site during the hours of 5:00 p.m. and 8:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.

The Authority reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

## **8. AIRCRAFT RECOVERY/REMOVAL**

In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall respond to the Airport and promptly begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO) from the airfield during the hours identified under item 7, Hours of Activity, of this Section Four.

## **9. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.

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## **SECTION FIVE- SPECIALIZED AVIATION SERVICE OPERATORS**

### **1. DEFINITION**

A Commercial Operator that provides any one or a combination of Aeronautical Activities. Examples of these services may include aircraft rental; flight training; aircraft maintenance; air ambulance; aircraft sales; avionics, instrument or propeller services; or other specialized commercial flight support businesses. In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following standards set forth in this Section Five.

### **2. OTHER**

A SASO is not permitted to provide, sell, or dispense fuel (aviation or otherwise) to (or barter, trade, or exchange aviation fuel with) the public and/or any other entity.

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

# AIRCRAFT CHARTER OPERATOR

## 1. DEFINITION

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

## 2. PREMISES

Area Type			
Ground	43,560	sf	1.0 acre
Ramp	11,250	sf	
Building/Facility	1,000	sf	
Hangar	7,500	sf	
Parking	3,500	sf	10 spaces

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

## 3. LICENSES AND CERTIFICATION

Operator shall maintain appropriate FAA certification and approvals required to meet the standards set forth in this category including for Operator itself and any Aircraft or other equipment and copies of such certification and approvals shall be provided to the Authority. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

## 4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one (1) person or the minimum number of persons required to operate the Aircraft being flown, whichever is greater.

## 5. EQUIPMENT

Operator shall provide, either owned or under written lease and under the full and exclusive control of Operator the type, class, size and number of Aircraft intended to be used by Operator, not less than one certified and continuously airworthy single-engine four-place Aircraft and one certified and continuously airworthy multi-engine Aircraft, both of which must meet the requirements of the FAA certificate held by Operator. Both Aircraft shall be certified for and capable of use under instrument meteorological conditions.

## 6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week. After hours, on-call, response time to customer inquiries shall not exceed 60 minutes.

**7. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.



# AIRCRAFT MAINTENANCE OPERATOR

## 1. DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, which includes the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

## 2. PREMISES

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	54,450 sf	1.25 acre
Ramp	11,250 sf		15,000 sf		22,500 sf	
Building/Facility	1,000 sf		1,250 sf		1,500 sf	
Hangar	7,500 sf		10,000 sf		15,000 sf	
Parking	3,500 sf	10 spaces	5,000 sf	14 spaces	7,500 sf	21 spaces

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative aircraft maintenance), whichever is greater.

Ramp shall include paved parking for Aircraft not in service and/or waiting for service.

## 3. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and storing of materials shall be in accordance with federal, state and locally recognized fire prevention and environmental standards.

## 4. LICENSES AND CERTIFICATION

Operator shall hold the appropriate FAA repair station certificate (if required by the FAA), with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable repair station certifications within six months of operation initiation.

## 5. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one person. Operator shall also have personnel available who can supervise and inspect the work for which the repair station is rated.

**6. EQUIPMENT**

Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts equivalent to that required for certification by FAA as an approved repair station.

**7. HOURS OF ACTIVITY**

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week and available after hours, on-call, with a response time not to exceed 60 minutes.

**8. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.



# AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR

**1. DEFINITION**

An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

**2. PREMISES**

**FOR OPERATORS PERFORMING BENCHMARK ONLY**

Area Type	Group I-II Piston/T-Prop		Group I-II TurboJet		Group III TurboJet	
Ground	21,780 sf	0.50 acre	21,780 sf	0.50 acre	21,780 sf	0.50 acre
Ramp	- sf		- sf		- sf	
Building/Facility	1,000 sf		1,250 sf		1,500 sf	
Hangar	- sf		- sf		- sf	
Parking	3,500 sf	10 spaces	5,000 sf	14 spaces	7,500 sf	21 spaces

**FOR OPERATORS PERFORMING WORK BEYOND BENCHMARK**

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	54,450 sf	1.25 acre
Ramp	11,520 sf		15,000 sf		22,500 sf	
Building/Facility	1,000 sf		1,250 sf		1,500 sf	
Hangar	7,500 sf		10,000 sf		15,000 sf	
Parking	3,500 sf	10 spaces	5,000 sf	14 spaces	7,500 sf	21 spaces

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

**3. LICENSES AND CERTIFICATION**

Operator shall hold the appropriate repair station certificates issued by FAA for the types of equipment he plans to service and/or install. In the case of a new operation, Operator must acquire all applicable repair station certifications within six months of operation initiation.

**4. PERSONNEL**

Operator shall have in his employ and on duty during hours of Activity, property trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate for the work being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth in this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one person.

**5. EQUIPMENT**

Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts to equivalent to that required for certification by FAA as an approved repair station.

**6. HOURS OF ACTIVITY**

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) - five (5) days a week and available after hours, on call, with a response time not to exceed 60 minutes.

**7. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.

# AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR

## 1. DEFINITION

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.). A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another aircraft owner on the Airport), shall not be deemed a Commercial Activity. In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

## 2. PREMISES

Area Type			
Ground	43,560	sf	1.00 acre
Ramp	11,250	sf	
Building/Facility	1,000	sf	
Hangar	7,500	sf	
Parking	3,500	sf	10 spaces

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

## 3. LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for the services offered. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

## 4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed— and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.

**5. EQUIPMENT**

For Aircraft rental or flight training, Operator shall have available either owned or under written lease and under the full and exclusive control of Operator, at least one properly certified and continuously airworthy single engine Aircraft capable for flight under instrument conditions. Aircraft shall be stored and maintained in a manner to ensure that the Aircraft remains continuously airworthy.

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

**6. HOURS OF ACTIVITY**

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

**7. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.

Disclosure Requirement: Any Operator conducting Aircraft Rental or Flight Training shall post a notice and incorporate within the 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 CEO.

# AIRCRAFT SALES OPERATOR

## 1. DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

New Aircraft Sales: Operator shall engage in the sale of new Aircraft through franchises or licensed dealerships (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator shall engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.

## 2. PREMISES

Area Type			
Ground	43,560	sf	1.00 acre
Ramp	11,250	sf	
Building/Facility	1,000	sf	
Hangar	7,500	sf	
Parking	3,500	sf	10 spaces

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

## 3. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft being offered for sale.

## 4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one commercial pilot.

**5. EQUIPMENT**

Operator shall have access to an inventory of spare parts for the type of new Aircraft for which sales privileges are granted.

**6. HOURS OF ACTIVITY**

Operator shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

**7. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.



# AIRCRAFT MANAGEMENT OPERATOR

## 1. DEFINITION

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew (pilot) services to the public (and/or coordinating Aircraft fueling, line services, ground handling, maintenance, and storage for or on behalf of the public).

## 2. PREMISES

Area Type			
Ground	32,670	sf	0.75 acre
Ramp	11,250	sf	
Building/Facility	1,000	sf	
Hangar	7,500	sf	
Parking	3,500	sf	10 spaces

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly (via a lease agreement with the Authority) or indirectly (via an approved Sublease with another approved operator at the Airport) by the Operator. Further, Premise requirements may be met through the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport as long as the Aircraft Owner meets applicable equivalent standards, as appropriate, and, as specified in this Section for the storage of their own aircraft.

## 3. LICENSES AND CERTIFICATION

Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this category including Operator itself and for any Aircraft or other equipment and shall provide copies of all required certifications and approvals to the Authority. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

## 4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one person or the minimum number of persons required to operate Owner's Aircraft, whichever is greater.

## 5. EQUIPMENT

Aircraft under management may be owned or leased by a single entity or multiple entities (including fractional ownership provided such ownership structure is in compliance with all applicable regulatory measures). A major shareholder, partner, member or Owner of the Aircraft under management may also utilize the Aircraft.

**6. HOURS OF ACTIVITY**

Operator shall be available to meet the reasonable demands of his customers.

**7. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.

# SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR

## 1. DEFINITION

A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing: (1) limited Aircraft services and support, (2) miscellaneous commercial services and support, or (3) Air transportation services for hire. In addition to the General Requirements set forth in Section Three, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

## 2. SCOPE OF ACTIVITIES

Activities shall include, but are not limited to:

- a. Non-stop sightseeing flights that begin and end at the same airport; or
- b. Crop-dusting, seeding, spraying, and/or bird chasing; or
- c. Banner towing and/or aerial advertising; or
- d. Aerial photography and/or survey; or
- e. Power line and/or pipeline patrol; or
- f. Firefighting; or
- g. Aircraft detailing; or
- h. Air ambulance; or
- i. Any other operations specifically excluded from 14 CFR Part 135.

## 3. PREMISES

Area Type			
Ground	43,560	sf	1.00 acre
Ramp	11,520	sf	
Building/Facility	1,000	sf	
Hangar	7,500	sf	
Parking	3,500	sf	10 spaces

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

## 4. LICENSES AND CERTIFICATIONS

Operator shall have and provide to the CEO evidence of all licenses and certificates that are required to conduct the Activity.

## 5. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided or Activities being conducted – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one person or the minimum number of persons required to provide such services and/or conducts such Activity.

## 6. EQUIPMENT

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one

continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity.

**7. HOURS OF ACTIVITY**

Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

**8. INSURANCE**

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.

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# SECTION SIX- NON-COMMERCIAL OPERATORS

## NON-COMMERCIAL PRIVATE HANGAR OPERATOR

### 1. DEFINITION

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

Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes. If Aircraft is leased, Operator shall provide the CEO with a copy of the Aircraft lease. The CEO will determine if an Aircraft lease is commercially reasonable.

No Commercial Activity of any kind shall be permitted on or from the Premises. Operator shall not be permitted to Sublease (or share) any portion of the Premises to any other entity. Operator shall not barter, trade, or exchange any aeronautical goods and services with any other entity. Operator shall not participate in any cooperative Aeronautical Activities with any other entity (i.e., engage in any joint activities or share any resources).

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

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

*Cooperative shall mean performed in cooperation with others.*

### 2. PREMISES

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	54,450 sf	1.25 acre
Ramp	11,250 sf		15,000 sf		22,500 sf	
Building/Facility	- sf		- sf		- sf	
Hangar	7,500 sf		10,000 sf		15,000 sf	
Parking	3,500 sf	10 spaces	5,000 sf	14 spaces	7,500 sf	21 spaces

### 3. OWNERSHIP STRUCTURE

The hangar/building shall be owned by a single entity and all Aircraft, vehicles, and/or equipment stored in (or operating out of) hangar must be owned and/or leased and under the full and exclusive control of the same entity. By prior written Authority approval, a major shareholder, partner, member or Owner of the same entity may utilize the hangar for storage of Aircraft owned by the individual or by another entity owned and controlled by that individual, subject to the same conditions stipulated in this section.

### 4. INSURANCE

Operator 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 are published annually and are subject to periodic modification and are kept on file with the Authority.

## **PRIVATE FLYING CLUBS**

### **PRIVATE FLYING CLUBS**

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

A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Minimum Standards and all other applicable Regulatory Measures including Airport Rules and Regulations. A Private Flying Club shall not be required to meet the minimum standards for Aircraft Rental or Flight Training Operators so long as the Private Flying Club restricts membership from the general public as stated above.

No member (owner) of a Private Flying Club shall receive Compensation (be paid) for services provided to the Private Flying Club or its members (owners) unless such member (owner) is an authorized/approved Operator. This does not include the provision of flight instruction relating to aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member (on an exclusive basis) to other Private Flying Club members.

No member (owner) shall use Private Flying Club Aircraft in exchange for Compensation (payment). This does not include reimbursement for expenses associated with the use of Private Flying Club aircraft.

The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all of its members. The property rights of the members of the Private Flying Club shall be equal and any part of the net earnings of the Private Flying Club to be distributed to the members shall be in equal shares to all members. The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its Aircraft. Private flying club Aircraft shall not be used by members for rental, or by anyone for charter or lease.

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

The Private Flying Club shall register with the Authority and upon request, furnish the Authority with a copy of its charter and bylaws, articles of association, partnership or membership agreement(s), and/or other documentation supporting its existence; a roster, or a list of officers and directors (to be revised on an annual basis); number and type of Aircraft; evidence that ownership is vested in the Private Flying Club; and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Authority or an authorized agent.

# **SELF-SERVICE FUELING OPERATOR**

## **1. INTRODUCTION**

This section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.

Operator may fuel and otherwise service its own Aircraft provided the Operator does so himself (or his Employees do so) using his vehicles, equipment, and resources (fuel) and that the fueling is performed in accordance with all applicable Regulatory Measures.

## **2. AGREEMENT/APPROVAL**

No entity shall engage in Self-Service fueling activities unless a valid Non-Commercial Self-Service fueling Permit authorizing such activity has been obtained from the CEO. Such entities shall herein be referred to as "Permitted".

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

Prior to issuance and subsequently upon request by the CEO, Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and fueled by Permittee.

## **3. REPORTING**

Permittee shall report all fuel 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, in cash, 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.

## **4. FUEL STORAGE**

Self-Service Fueling Operator shall arrange and demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

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

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



Self-Service Fueling Operator shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste.

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

## **5. FUELING EQUIPMENT**

A Self-Service Fueling Operator shall be required to comply with and/or provide the following:

Fuel dispensing equipment, meeting all applicable federal, state, and local requirements for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

A mobile refueling vehicle (Refueler), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having a separate dispensing pump for each grade of fuel.

Proper storage and staging of Refuelers in accordance with Airport Rules and Regulations, Federal, State and local regulations/requirements.

## **6. LIMITATIONS**

Permittees shall not sell and/or dispense (barter, trade, or exchange) fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Permittee. Any such selling or dispensing (bartering, trading, or exchanging) shall be grounds for immediate revocation of the Permit by the CEO.

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

## **7. CO-OP FUELING**

Joint or co-operative fueling (co-op fueling) is prohibited.

## **8. SELF-SERVE FUELING FACILITIES**

The use of commercially available Self-Serve fueling facilities is not considered to be Self-Service Fueling as defined in this section.

## **9. INSURANCE**

Operator 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.

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# SECTION SEVEN – APPLICATION/PERMIT

## **AERONAUTICAL ACTIVITY APPLICATION**

Any entity desiring to engage in an Aeronautical Activity at the Airport shall submit a written application to the CEO for a Lease Agreement, Operating Agreement, and/or Aeronautical Activity Permit (Permit). Permits shall include both Commercial Aeronautical and Non-Commercial Aeronautical.

### **APPLICATION**

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

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

### **APPROVAL PROCESS**

All applications will be reviewed and acted upon by the Authority within ninety (90) days from the receipt of the application.

Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to Authority.
4. There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, development and/or construction does not comply with the approved ALP.
6. The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the existing FBO/SASO areas, or will result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.

7. Any entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any entity applying, or having an interest in the business, has a record of violating any Airport Rules, or the Rules and Regulations of any other airport, any aviation related Federal entity rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other airport.
9. Any entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Authority or any Agreement at any other airport.
10. Any entity applying or having an interest in the business 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 to promptly pay amounts due under an Agreement.
11. The applicant does not have the finances necessary to conduct the proposed operation for at least six months.

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

#### **VALIDITY**

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

#### **PERMIT FEES**

All Operators shall pay fees as specified by the Authority as described in the Authority's annual Rates and Charges Resolution.

#### **CHANGE OF CONDITION**

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

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# APPENDIX ONE

## APPLICATION/PROPOSAL REQUIREMENTS

A business proposal application submitted to the Authority 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 part time).
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.

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# **APPENDIX TWO**

## **AERONAUTICAL ACTIVITY PERMIT**

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

# AERONAUTICAL ACTIVITY PERMIT

The Gerald R. Ford International Airport Authority ("Authority") grants to:

\_\_\_\_\_  
(GRANTEE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(ADDRESS)

As a condition of being granted the right to use Airport property and conduct the Activity or Activities set forth on Exhibit A (attached hereto), at the Airport, Grantee will:

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

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

ISSUED: \_\_\_\_\_

RECEIVED AND  
ACKNOWLEDG  
E

GERALD R. FORD INTERNATIONAL  
AIRPORT AUTHORITY

By: \_\_\_\_\_  
(NAME - PRINTED)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)