

AIRPORT HANDBOOK

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Delta County Airport
Escanaba, MI

Approved by Delta County Board of Commissioners

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DELTA COUNTY AIRPORT HANDBOOK

BACKGROUND

This Delta County Airport Handbook contains the Airport Policies, Minimum Standards and Rules & Regulations for the Delta County Airport in Escanaba, Michigan.

The Delta County Board of Commissioners (hereinafter referred to as commission or owner) promulgates these policies, minimum standards and rules and regulations which are set forth in accordance with the FAA order # 5190.6B entitled Airport Compliance Manual. The airport compliance function is a contractually based program. It is a program to administer valuable rights obtained for the people of the United States at a substantial cost in direct grants of funds and in donations of Federal property. Such grants and donations are made in exchange for binding commitments designed to assure that the public interest would be served.

This handbook will be reviewed on an annual basis. The Commission reserves the right to amend the handbook at any time it deems necessary.

The Delta County Airport will comply with the exclusive right provision of Section 308 of the Federal Aviation Act of 1958 and Section 303 of the Civil Aeronautics Act of 1938. The existence of an exclusive right to conduct any aeronautics activity at Delta County Airport limits the usefulness of the airport and deprives the using public of the benefits of a competitive enterprise.

As part of the transportation system and the lifeline of business and industry, the airport is an asset of considerable economic value. The airport is a vital economic contributor. It contributes jobs, service, and taxes. The economic impact of an airport is a measure of the benefits, which it provides to the community. These benefits include the intangible effect that the airport has on business decisions to locate or remain in a given community.

In addition to its economic benefit, an airport provides benefit to the public in the form of a variety of services, which are created or enhanced by its presence. These welfare benefits range from improved medical and emergency transportation to recreational activity to improved efficiency in a range of activities from utility inspection to law enforcement.

An airport also represents a large public capital investment. This investment is represented in three categories of property, land improvements and equipment of those entrusted to manage it in the best interests of the taxpayers, who are the owners. This means assuring that the airport fulfills its primary function as part of the transportation system – thus providing those economic benefits mentioned above. In addition, this implies responsibility to provide as many sources of on-site revenue, at optimum levels, to reduce ongoing cost to those same taxpayers. This combination of maximizing the overall economic benefit while minimizing the out of pocket costs results in the greatest possible net benefit to the owners – the taxpayers.

DEFINITIONS

The following words and phrases, as used throughout the Delta County Airport Handbook, shall have the meanings indicated herein:

Accident: A collision between an aircraft, vehicle, person, stationary object or other property that results in property damage, bodily injury or death. An entry into or emerging from a moving vehicle or vehicle by a person, which results in bodily injury or death to such person or another person, or that results in property damage.

Advertising: The action of calling something (as a commodity for sale, a service offer or desire) to the attention of the public by audio recording, posting, distributing or displaying signs, literature, circulars, pictures, sketches or other forms of printed or written material.

Aeronautical Activity: Any activity or service that involves, makes possible, facilitates, is related to, assists with, 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.

Agreement: A written contract, executed by both parties, and enforceable by law between the Commission 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.

Air Operations Area (AOA): Restricted area of the Airport, either fenced or posted that provides access to locations where aircraft are parked or operated. Areas include, but are not limited to, the aircraft ramps, aprons, taxiways, runways, unimproved land attributed to the taxiways, runways and contiguous areas delineated for the protection and security of aeronautical activity.

Aircraft: Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in the air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment.

This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, 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, Grantee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

Aircraft Rescue and Firefighting (ARFF): Fire protection and rescue for aircraft emergencies as provided by the Delta County Airport.

Airport: Means the Delta County 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 Advisory Board: Board established by the Delta County Board of Commissioners (Commission) to advise the commission on airport issues and work directly with Airport Management staff.

Airport Certification Manual: A document required by the Federal Aviation Administration detailing the Airport's requirements as contained in 14 CFR Part 139.

Airport Employee: Person of any organization, activity or government agency located on or contributing to the operation, maintenance or servicing of the Airport.

Airport Manager: The Commission's chief representative overseeing the airport or their designee, including anyone serving in the capacity of Interim or Acting Airport Manager.

Airport Management: The Airport Manager, the Assistant Airport Manager or other employee of the Delta County Airport as designated.

Airport Operations: Part of Airport Management that provides oversight for all airport operations and administers personnel policies and procedures including discipline and is authorized to enforce airport rules and regulations.

Airport Law Enforcement: Airport Law Enforcement Officers are provided by the Delta County Sheriff. They are authorized by statute with powers to arrest, and are responsible for the enforcement of the rules, regulations and laws applicable to the Airport, the State of Michigan and the Federal government.

Airport Security Program: A document required by the Transportation Security Administration detailing the Airport's requirements as contained in Transportation Security Regulation Part 1542.

Code of Federal Regulations (CFR): Codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

Combustible Liquid: Any liquid having a flash point at or above 100 degrees Fahrenheit and below 200 degrees Fahrenheit.

Commercial Activity: To provide or offer to provide goods, services or entertainment in return for financial remuneration or remuneration in kind or a promise of financial remuneration or remuneration in kind or to accept or agree to accept financial remuneration or remuneration in kind for the provision of goods, services or entertainment.

Commercial Air Carrier: Any entity that undertakes directly by hire, lease or other arrangements to engage in the carriage by aircraft of persons or property for compensation. This definition includes, but is not limited to all classes of air carriers as defined by the Federal Aviation Administration.

Commercial Transporter: Any entity operating a Commercial Vehicle or vehicles for the purpose of soliciting or transporting persons and/or baggage to and/or from the Airport for hire. Examples of Commercial Transporters include, but are not limited to taxicabs, limousines, hotel/motel courtesy vehicles, rental car courtesy vehicles, delivery vehicles and chartered or scheduled buses. This section is not intended to include the use of company owned/leased vehicles provided to employees for personal use.

Commercial Transport Vehicle: Any vehicle used for the transportation of passengers, for hire or so constructed, or used to transport goods, wears or merchandise, and/or all vehicles designed and used for drawing other vehicles and so constructed as to carry any load thereon either independently or any part, or any part of, the weight of a vehicle or load so drawn.

Commission: The Delta County Board of Commissioners.

Concessionaire: An entity authorized by the Commission through an agreement to undertake and profit by a specified activity including but not limited to a gift shop, restaurant or car rental agency.

Contractor: A person or entity who, as part of an independent business, makes an agreement to do a specific piece of work, retaining control of the means and method of doing the job.

Courtesy Vehicle: Any vehicle provided by a company or the airport to pick up customers and guests or others, and/or delivers said customers and guests or others to the Airport.

Crosswalk: That portion of a roadway or parking lot included within the prolongation or connection of the lateral lines of sidewalks, intersections, or other portions of the roadway distinctly marked for pedestrian crossing by lines or other marking on the surface.

Curb Front: Designated area along the Vehicle Traffic Lane and adjacent to the Airport Terminal Building for loading /unloading of passengers and baggage into and out of vehicles.

DCA: The Delta County Airport or representatives of the owner of the airport (Delta County Board of Commissioners).

Derelict Equipment: Any equipment that is not used on a regular basis for its intended purpose that is not reasonably required to be available for unscheduled use.

Doping: The application of a preparation to strengthen and tighten aircraft fabric.

Driver: A person who operates a vehicle or motor vehicle.

Engine Run-up: The operation of any aircraft engine above idle speed for observation or maintenance purposes.

Environmental Protection Agency (EPA): An agency of the Federal government responsible for the implementation and enforcement of Federal environmental laws and regulations.

ESC: The FAA's identifier for the Airport.

Escort: To accompany or supervise an individual(s) who does not have unescorted access authority to areas restricted for security purposes, as identified in the Airport Security Program.

Federal Aviation Administration (FAA): 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.

Firearm: Any weapon from which a dangerous object may be shot or propelled by the use of explosives, gas, air or mechanical means.

First Amendment Rights Activities: All activities, including, but not limited to, leafleting and picketing that may be constitutionally protected forms of expression or religion.

Fixed Base Operator (FBO): A commercial operator authorized and required, by agreement with the Commission, to provide to the public the sale of products, services, and facilities to include, at minimum, the activities as required by the Airport's Minimum Standards.

Flammable Liquids: Any liquid having a flash point of less than 100 degrees Fahrenheit when tested by closed-cup methods. This includes any other combustible liquids now used for aircraft fuels.

Foreign Object Debris (FOD): Any object found in an inappropriate location that, as a result of being in that location, can damage equipment or injure airplane or airport personnel.

Fueling Agent: Any entity, including its employees and agents, authorized by the Airport Manager to dispense aviation or motor vehicle fuels at the Airport.

Fuel Tanker Vehicle: A vehicle self-propelled or without power used to refuel aircraft or carry fuel.

General Aviation: All phases of aviation other than aircraft manufacturing, military aviation and scheduled and non-scheduled Commercial Air Carrier operations.

Hazardous Materials: Any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, State or Federal law including, without limitation, any material, waste or substance

which is petroleum or petroleum distillate, asbestos, polychlorinated biphenyls, defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.

Incident: An occurrence or event that interrupts normal procedure or operations, or precipitates an accident.

Leafletting: The distribution of handbills, tracts, circulars, flyers, literature or other written or printed material for religious, charitable or other noncommercial purposes.

Loading Gate: The space reserved for the loading and unloading of aircraft at the terminal.

Michigan Aeronautics Commission: The agency created by the State of Michigan under Public Act 327 of the Public Acts of Michigan for 1945 or any successor thereto established by law.

Michigan Department of Environmental Quality (MDEQ): A department of the State of Michigan with authority for the Federal Clean Water Act and Michigan Waste Water Commission Act Part 31 of Public Act 451 of 1994, as amended.

Minimum Standards: Those qualifications, standards, and criteria set forth, by the Commission, as the minimum requirements that must be met as a condition for the right to engage in Aeronautical Activities at the Airport.

Motor Vehicle: A vehicle which is self-propelled. This definition includes, but is not limited to, the following: automobiles, trucks, buses, limousines, semi-tractors, snowmobiles, motorcycles and mopeds.

Movement Area: Runways, taxiways and their associated safety areas. Movement on these areas is restricted to aircraft and authorized vehicles.

Non-movement Area: Service areas (roads, ramps, taxiways) related to movement of aircraft and vehicles under the jurisdiction of the Airport.

Off-Airport Rental Car Company: Any entity engaged in the business of renting motor vehicles to and for use by the public that conducts no part of its business operations, other than advertising, inside the Airport terminal.

Operate: To physically manipulate the controls of an aircraft or motor vehicle necessary to put it in motion.

Operating Directive: An immediate order issued by the Airport Manager regarding procedures to insure handling, policing, and protection of the public while at the Airport and to insure compliance with all of the Federal, State and local laws, ordinances and regulations.

Passenger Loading and Unloading Zone: An area at the Airport designated by the Airport Manager and reserved for the exclusive use of vehicles that are actually engaged in loading or unloading of passengers and/or baggage.

Permit: An operating certificate issued by the Airport Manager enabling a commercial entity to conduct Commercial and/or specific Aeronautical Activities at the airport.

Person: Any individual, firm, partnership, corporation, company, association, and any trustee, receiver, assignee or similar representative thereof.

Picketing: To demonstrate or protest, as part of a labor demonstration or otherwise, by assembling, patrolling, walking, marching, parading, posting or sitting- in.

Private Vehicle: A vehicle (registered to an individual) transporting persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity, excepting and excluding any vehicle that is a courtesy vehicle as defined herein.

Ramp (Apron): An area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of aircraft.

Rental Car: Any motor vehicle including, but not limited to, any automobile, truck, van or motorcycle whose owner holds such vehicle out for hire for the general public.

Revocation: The discontinuance of a driver or firm's privilege to operate at the Airport with reinstatement of operating privileges to be permitted upon written approval of the Airport Manager.

Rules and Regulations: The provisions of duly passed resolutions and operating directives of the Commission as well as any operating directives issued by the Airport Manager.

Runway: A surface reserved exclusively for the landing and take-off of aircraft.

SASO (Specialized Aeronautical Service Operator): A commercial aeronautical operator that provides any one or a combination of Aeronautical Activities or aeronautical services. Examples of these services may include aircraft rental; flight training; aircraft maintenance; air ambulance; aircraft sales; avionics, instrument or propeller services; ground service equipment repair; aircraft ground handling; or other specialized commercial flight support businesses.

Secured Area: A portion of an airport, specified in the airport security program, in which certain security measures specified in Part 1542 of 49 CFR Chapter XII are carried out. This area is where aircraft operators and foreign air carriers that have a security program under Parts 1544 or 1546 of this chapter enplane and deplane passengers and sort and load baggage, and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA): That portion of the AOA requiring each person to continuously display, on their outermost garment, above waist level, an Airport approved identification medium unless the individual is accompanied by an Airport approved escort.

Significant Materials: Any material which could degrade or impair water quality, including but not limited to : raw materials, fuels, solvents, detergents, and plastic pellets; finished materials such as metallic products; hazardous substances designated under Section 101 (14)

of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (see 40 CFR 372.65); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); polluting materials as identified under the Part 5 Rules (Rules 324.2001 through 324.2009 of the Michigan Administrative Code); Hazardous Waste as defined in Part 111 of the Michigan Act; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have the potential to be released with storm water discharges.

Smoking: Inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, weed, or plant. Also to include electronic cigarettes and personal vaporizers.

Solicitation: A request, direct or indirect, for money, credit, property, financial assistance, or other thing of value in pursuit of a commercial activity or for religious, political or charitable purposes. Solicitation, as defined herein, shall be deemed completed when communicated to any person located upon the Airport regardless of whether or not the person making such solicitation receives any contribution or makes any sale referred to herein. Solicitation includes any entreaty or appeal where the soliciting person initiates face-to-face contact with any person, such as, without limitation, the gathering of signatures or circulation of a petition.

Sterile Area: A portion of an airport defined in the airport security program that provides passengers access to boarding aircraft and to which that access generally is controlled by TSA, or by an aircraft operator under Part 1544 or 49 CFR Chapter XII or a foreign air carrier under Part 1546 of said chapter, through the screening of persons and property.

Stopping, Standing or Parking: Any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the direction of a law enforcement officer or traffic control signal, sign, or device.

Storm Water Pollution Prevention Plan (SWPPP): A guide that provides pollution prevention planning guidance for facilities with a National Pollutant Discharge Elimination System (NPDES) storm water permit. The Airport has developed a SWPPP, which is an official document of the Airport that documents processes and procedures for ensuring that significant materials associated with activities at the airport do not come into contact, or have minimized contact with storm water.

Substantial Damage: Damage or structural failure which adversely affects the structural strength, performance, or flight characteristics of the Aircraft and which would normally require major repair or replacement of the affected component(s).

Suspension: The temporary discontinuance for up to 30 days of a driver's or a firm's privilege to operate at the Airport.

Taxicab, Taxi, or Cab: A licensed public motor vehicle carrier which is not designed to carry more than 9 passengers and is licensed as such by the proper authority.

Taxiway: A surface used primarily by aircraft to proceed to and from ramps and runways.

Tenant (Grantee/Permitee): A person, corporation, or any other entity who occupies or rents property on the Airport or who is authorized to conduct business operations of any kind upon the Airport premises regardless of whether or not a written agreement with the Commission for such business exists.

Terminal Building: Means the main airline terminal building at the Airport.

Transportation Security Administration (TSA): A division of the Department of Homeland Security created as a result of the Aviation and Transportation Security Act of 2001. The TSA is charged with the responsibility of day-to-day Federal security screening operations for passenger air transportation.

Transportation Security Regulation (TSR): Federal regulation of the Transportation Security Administration as published in Title 49 of the Code of Federal Regulations.

Ultralight Vehicle: A vehicle that is used only for aviation recreation, or sport aviation purposes, and satisfies all criteria and requirements of 14 CFR Part 103, including subsequent amendments.

Vehicle: Every device in, upon, or by which a person or property is, or may be transported or drawn upon a roadway regardless of means of propulsion, except devices moved upon stationary rails or tracks.

Vehicle Traffic Lane: Designated traffic lane, immediately adjacent to the front of the Airport Terminal Building. Such lane is generally reserved for use by non- Commercial Transporter Vehicles, valet, and private vehicles, unless otherwise authorized/designated.

Vendor: Any person or entity that sells real property, goods, or services.

1 AIRPORT POLICIES

1.1 LAND

Land at an airport can be used for agriculture, aviation related uses (such as an FBO) and the availability and demand for non-aviation related land uses such as industry. Aviation and non-aviation uses require two separate philosophies of revenue generation. Revenue maximization is the primary consideration for non-aviation uses while the provision of services and enhancement of the airport's viability will often override revenue considerations for aviation uses.

1.2 IMPROVEMENT

The airfield improvements, runways, taxiways, lighting, etc. are essential to the purpose of the airport. They must be managed to achieve that purpose cost-effectively. The goal will be to preserve the capital investment to the greatest degree possible and to maximize the return on taxpayer investment in the facilities.

Non-Commercial Rents: For airport user facilities, the lease or rental charges should generally recover the capital investment and pay proportional share of the annual maintenance charges.

Commercial Rents: While charges should recover capital investment and provide for upkeep, the revenue development potential must be upper-most. The commercial lessee is there because the airport presents a profit-making business potential for them. Since this is not the primary function of the rental or lease arrangement, that is, if the lessee is successful in generating profit because of its location on the airport property, the airport should benefit from that success. If the lessee is unsuccessful, the airport should be in the position to secure a new or substitute lease, which will more fully develop the potential of the airport and its value to the DCA. This dual consideration strongly favors the concept of minimum rents plus a "percentage of the gross", in one form or another.

1.3 IMPLEMENTATION

Achievement of these diverse objectives of financial success and development of air transportation potential requires an appropriate management structure, an ongoing and continually updated plan for the airport, effective minimum standards, and a reasonable progressive policy with regards to leases on the airport.

1.4 MINIMUM STANDARDS

Regardless of the number and types of tenants which may ultimately be present on the airport, it must be kept in mind that the occupancy of a public airport for a profit-making venture or for personal use is a privilege. This privilege should be paid for in the form of rents, leases, or other monetary consideration. The DCA has a further responsibility, however, to assure that private use of this public facility is conducted in a manner which is beneficial to the public and not detrimental to the airport's primary transportation function. Collectively, these criteria are called "Minimum Standards." Minimum Standards need not be burdensome, and must not be discriminatory, nor can they effectively limit competition or grant exclusive rights for aeronautical activity. By the careful drafting and adequate enforcement of the standards, it will

assure that the privilege of location on this public facility is not abused and that current tenants are afforded some protection from marginal or irresponsible competition.

Specific Minimum Standards have been developed by the DCA and are presented in Section 2.

1.5 HANGAR USES

Hangars at the Delta County Airport must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the DCA and the FAA Office of Airports. Aeronautical uses for hangars include:

- Storage of active aircraft (flyable and current).
- Final assembly of aircraft under construction.
- Non-commercial construction of amateur-built or kit-built aircraft.
 - Type certificated aircraft are not allowed to be built in any hangar – only final assembly.
- Repair or refurbishment of aircraft, but not indefinite storage of nonoperational aircraft.
 - An example of such repairs would include but not be limited to accidents being repaired.
- Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in servicing, maintenance, repair or outfitting of aircraft.

Provided the hangar is used primarily for aeronautical purposes, the DCA may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. DCA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

- Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
- Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
- Impede access to aircraft or other aeronautical contents of the hangar.
- Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar, including storage of inventory.
(Examples include, but not limited to, boats, campers, snowmobiles, other vehicles (convertibles, etc.), and anything you would normally store in your own garage or pay for commercial storage)

Note: If this situation is found in a hangar and the decision by the DCA is that it does not impede the use of the aircraft, the DCA will request a higher insurance liability due

to the increase in fire hazard or damages to the facilities due to shifting or maneuvering aircraft around objects resulting in damages to facilities.

- Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

Hangars may not be used as a residence. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence (FAA Order 5190.6B paragraph 20.5(b)).

This policy applies regardless of whether the hangar occupant leases the hangar from the DCA or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the DCA's Federal obligations to use aeronautical facilities for aeronautical use.

1.6 LEASES

A lease should cover every tenant-airport relationship. These may vary in complexity from the very simple for user leases such as T-hangars, to the very detailed leases, which establish the relationship between the DCA and other commercial ventures on the airport. Two basic leases that exist as companion documents to this document are the Standard Lease and the Operating Agreement. The Standard Lease is intended for the individual aircraft only. The Operating Lease is intended for FBOs.

Basic lease provisions form the viewpoint of absolute minimums, each can be modified in individual leases and each lease must, clearly and accurately, address the following points as a minimum in addition to such normal lease issues as deadlines, involuntary termination, disputes, insurances, subleases, and bonds:

1. Area of Leasehold – Each lease document should carefully and accurately define the area of the leasehold by metes and bounds or other readily identifiable means.
2. Term of the Lease – There is no “best” term for an airport lease; i.e., all should be long term, or all should be short term. Term should be case specific and based on investment of lessee.
3. Special Adjustment Provisions – It may be necessary to include limitations on how much rents may be increased during the initial terms of the lease as additional protection. The basic provision in the Minimum Standards is tied to the Consumer price index. Leases specify certain times in which rents can be waived, i.e. – closure of the airport, major construction, fires, etc.
4. Maintenance and Repairs – The duties of each party for maintenance and repairs should be carefully delineated. This function needs to address such items as structural repairs, utility maintenance, grounds maintenance, snow removal, and esthetics considerations. This portion of the lease also needs to address the rights of each party if the other fails to perform their required maintenance activities. The types and extent of maintenance/repairs must also consider the other lease terms such as length of lease, ownership after termination, and “percentage of gross provisions.”

1.7 RENTS

Each lease should cover in detail the types and extent of fees and charges to be paid to the DCA. While rents include all the charges, which are paid to the airport for the privilege of doing business on airport property, they will take one of three forms; square foot charges, unit charges, and percentage of gross.

1. Square foot charges are charges based on the area of different types of airport property which is leased. This type of charge is usually the only charge for non-aviation activities and for airport user charges such as T-hangars or aircraft parking spots.
2. Unit charges are based on a “price per each” concept and are typified by fuel flowage charges.
3. The lease, as part of the Statement of Policy provides for collection of fees based on “Percentage of Gross” which is a means of increasing revenue to the airport as business grows. Application of this provision will be used with some caution and with an awareness of the realities of business on an airport. One of the first considerations is that a dollar of gross for one type of business does not yield the same profit as for another type of business.

1.8 ADDITIONAL PROVISIONS FOR AVIATION USES

Leases involving FBO(s) or other tenants, which contributes to the viability of the airport while conducting a commercial activity, will consider several additional factors. In these cases, the facility lease on an airport is an even more important document. Together with the “Minimum Standards” and an “Operating Agreement”, it forms a partnership between the lessee and the DCA in which each can benefit. As with any partnership, the arrangement must be mutually beneficial if it is to succeed. The benefit to the lessee is one of financial gain and the benefit to the DCA is the provision of vital service on the airport, which will enhance its economic viability to the community and provide a revenue source.

1.9 MINIMUM INVESTMENT OR IMPROVEMENT LEVELS

The lease will provide for certain minimum levels of improvement on each leasehold. It will also provide for establishment of a schedule for such improvements by the lessee. Special conditions or situations may arise which differ from the Minimum Standards and which will need to be addressed in the lease. Additionally, the Minimum Standards address only new improvements. If circumstances arise in which such items as rehabilitation or remodeling are part of the plan of improvements, these will need to be addressed in the lease.

1.10 OWNERSHIP AFTER TERMINATION

The lease will provide for automatic reversion of title to the DCA for all improvements at lease expiration. It may occur that the DCA will not want such title to specific improvements, and therefore, should be part of the lease. The lease should also specify whether or not the lessee will be required to remove any or all of the improvements at that time.

1.11 THE OPERATING AGREEMENT

This may be incorporated into the lease or may be a companion document. At a minimum, it must spell out the understandings of the two parties relative to:

1. Operating Hours (for FBOs)
2. Collection of any fees for the airport
3. Snow plowing
4. Permitted sales – what the lessee is permitted to sell and what he or she is not permitted to sell and a procedure adjustment of the provision
5. Any non-competition agreements between the airport and the lessee
6. Permitted flight operations
7. Permitted repair functions
8. Signing and advertising
9. Vending and game machines
10. Taxes and/or payments in lieu of taxes
11. Subleases or New functions
12. Fuel Sales and Charges

Individual leases may vary widely while still maintaining the provisions of the Minimum Standards. It is important to remember that the lease for aviation related commercial uses is always a “partnership” agreement between the airport and the lessee. It must be designed to protect the investment of the taxpayer, to foster the profitability of the lessee, and to provide opportunity for both the lessee and the airport to benefit from a successful operation. Leases can most often fail to achieve these goals if they are financially repressive, especially in the early stages; if they are lacking in clarity, detail, or thoroughness, or if their drafting and negotiation is dominated by one interested party to the exclusions of others.

1.12 OTHER CONSIDERATIONS

In order to provide for the safe operation of the airport, the conduct of the casual user, visitor, or citizen will be addressed as part of the DCA’s considerations.

SUMMARY

The DCA can anticipate the presence of one or more tenants on the airport, each there for a specific purpose. Aviation related tenants would provide services, which support the airport's function. Non-aviation tenants will usually only occupy space, which is not required for the airport's purpose and will be present only as an income source to the airport. The major responsibility of DCA for the latter group of tenants is to assure that their occupancy does not conflict with the airport's purpose and to assure that such tenants are paying a fair price for the privilege of being located on this piece of public property. For the first group, the relationship must be somewhat different. It will be necessary to form a partnership of interest for these aviation related tenants. They are providing services which the DCA cannot provide or which it can provide only at considerable cost. In addition to this primary function, these tenants can be an income source to the airport.

It is entirely possible for a repressive lease arrangement to destroy the profit making potential of the business on the airport. This will be in neither party's best interest. In fact, it is in the best interest of both the airport and the tenant to encourage and foster an environment in which the business can prosper and be profitable. The lease arrangement must, of course, allow the airport to share in this prosperity if this relationship is to succeed. Rents and charges must not be of a magnitude to eliminate profit, or eliminate incentive for growth and expansion of services.

Conversely, lease arrangements cannot be constructed to shield tenants from competition or to create an effective monopoly. Rather, the proposed Minimum Standards of quality and service should be adopted to guard against irresponsible or financially unsound competitive activities.

Given the adoption of the Minimum Standards and an appropriate lease arrangement, an FBO or other tenant can prosper, maintain and increase profitability, and simultaneously produce benefits to the community and revenue to the airport.

2 MINIMUM STANDARDS

2.1 INTRODUCTION

2.1.1 Purpose and Scope

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

- a. The delivery of high quality aviation products, services and facilities to the patrons of the Delta County Airport, hereafter called the Airport, in Escanaba, Michigan
- b. The design and development of quality aviation improvements and facilities at the Airport
- c. Aviation safety and security
- d. The economic health of airport businesses
- e. The orderly development of airport property for aviation purposes

To this end, all entities desiring to engage in aviation aeronautical activities at the Airport shall be granted reasonable opportunities, without unjust discrimination, to engage in such activities, subject to complying with these Minimum Standards.

Aeronautical activities may be proposed that do not fall within the categories designated herein. In such cases, appropriate Minimum Standards shall be established by the Delta County Board of Commissioners, hereafter called the Commission, on a case-by-case basis and incorporated into the Operator's Agreement or Permit.

Specialized Aviation Service Operators (SASO) are encouraged to be sub lessees of a Fixed Base Operator (FBO). However, if suitable land or improvements are not available or an agreement with an FBO cannot be reached, SASOs may, if space is available, lease improvements from the Commission.

2.1.2 General Provisions and Definitions

These Minimum Standards incorporate, by reference, the General Provisions and Definitions.

2.1.3 Exclusive Rights

In accordance with the airport assurances given by the Federal and/or State Government to the Commission as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in commercial aeronautical activities at the Airport shall not be construed in any matter as granting any operator any exclusive right, other than the exclusive use of the land and/or improvements that may be leased to the operator, and then only to the extent provided in an agreement or permit.

The presence on the Airport of only one operator engaged in a particular commercial aeronautical activity does not, in and of itself, indicate that an exclusive right has been granted. It is the policy of the Commission not to enter into or promote an understanding, commitment, or express agreement to exclude other qualified entities. Accordingly, those who desire to enter into

an agreement or permit with the Commission should neither expect nor request that the Commission exclude others who also desire to engage in the same or similar activities. The opportunity to engage in a commercial aeronautical activity shall be made available to those entities complying with the qualifications and requirements set forth in the Minimum Standards and as space may be available at the Airport to support such activity provided such use is consistent with the current and planned uses of Airport land and improvement and is in the best interest of the Commission.

If the Federal Aviation Administration (FAA) determines that any provision of these Minimum Standards or any agreement or permit or any practice constitutes a grant of a prohibited exclusive right, such provision or agreement or permit shall be deemed null and void and such practice shall be discontinued immediately. The remainder of the Minimum Standards shall remain in full force and effect.

2.1.4 Applicability

These Minimum Standards specify the standards and requirements that must be complied with by any person desiring to engage in aviation aeronautical activities at the Airport.

Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Airport Manager. **All entities are encouraged to exceed the applicable Minimum Standards.** No person shall be allowed to engage in aeronautical activities at the Airport under conditions that do not meet these Minimum Standards unless an exemption has been approved by the Commission.

These Minimum Standards shall apply to any new agreement or any amendment to any existing agreement relating to the occupancy or use of Airport land or improvements for engaging in general aviation aeronautical activities. If person desires, under the terms of an existing agreement, to materially change its aeronautical activities, the Commission shall, as a condition of its approval of such change, require the person to comply with these Minimum Standards unless an exemption has been approved by the Commission.

These Minimum Standards shall not affect any agreement or permit or amendment to such agreement or permit properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such agreement or permit, in which case these Minimum Standards shall apply to the extent permitted by such agreement or permit.

Upon execution of a new agreement or permit or amendment to or assignment of, an existing agreement or permit, operator shall be required to comply with these Minimum Standards unless an exemption has been approved by the Commission.

These Minimum Standards shall not be deemed to modify any existing agreement or permit under which an operator is required to exceed these Minimum Standards, nor shall they prohibit the Commission from entering into or enforcing an agreement or permit that requires an operator to exceed the Minimum Standards. If these Minimum Standards are amended after an operator

enters into an agreement or permit with the Commission, the operator shall not be required to increase operator's leased premises or construct any additional improvements in order to comply with the amended Minimum Standards until such time as operator's existing agreement or permit is amended or an assignment is made to another person acceptable to the Commission or the operator enters into a new agreement or permit with the Commission.

2.2 GENERAL REQUIREMENTS

2.2.1 Introduction

All operators engaging in aeronautical activities at the Airport shall meet or exceed the requirements of this section as well as the Minimum Standards applicable to the operator's activities, as set forth in subsequent sections.

2.2.2 Experience/Capability

Operator shall, in the judgment of the Commission, demonstrate before and maintain throughout the term of the agreement or permit the following:

The capability of consistently providing the proposed products, services and facilities and engaging in the proposed activities in a safe, secure, efficient, courteous, prompt and professional manner in service to and in order to benefit the public.

The financial and technical responsibility, capability, and integrity to develop and maintain improvements; procure and maintain required vehicles, equipment, and/or aircraft; employ required personnel and engage in the activity.

2.2.3 Agreement or Permit Approval

No person shall engage in an activity unless the person has an agreement or permit with the Commission authorizing such activity or the person has received prior approval from the Commission to sublease land or improvements from an authorized operator and engage in the activity at the Airport.

An agreement or permit shall not reduce or limit operator's obligations with respect to meeting these Minimum Standards.

2.2.4 Payment of Rents, Fees, and Charges

The operator shall pay rents, fees, or other charges specified by the Commission for engaging in activities.

The operator's failure to remain current in the payment of any and all rents, fees, charges and other sums due to the Commission shall be grounds for revocation of the agreement, permit, or Commission's approval authorizing the conduct of activities at the Airport.

2.2.5 Leased Premises

Operator shall lease or sublease sufficient contiguous land and/or lease, sublease, or construct sufficient improvements for the activity as required in these Minimum Standards.

Improvements shall comply with regulatory measures including, but not limited to, drainage, building and other setbacks, and vehicle parking.

Construction of any improvements must be approved in advance by the Commission and any necessary federal, state, and local agencies.

Leased premises that are used for commercial purposes and require public access shall have direct public street side access.

Paved tie downs (if required) must be of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of operator's, operator's sub lessees', and customers' aircraft without interfering with the movement of aircraft in and out of other facilities and the movement of aircraft operating to/from/on taxi lanes or taxiways.

Paved vehicle parking shall be sufficient to accommodate all of operator's and operators' sub lessees' customers', employees', visitors', vendors' and suppliers' vehicles on a daily basis. The sufficiency of vehicle parking shall be determined in conjunction with the Airport Manager.

Paved vehicle parking shall be on operator's leased premises and/or located in close proximity to operator's main facility.

On-street parking is not allowed, unless approval is received by both the Airport Manager and/or the City of Escanaba prior to operations commencing.

2.2.6 Facility Maintenance

Operator shall maintain the leased premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a clean, neat, orderly, and fully functional condition, unless otherwise stated in agreement or permit.

Operator shall provide all necessary cleaning services for its leased premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, and any related services necessary to maintain the improvements in good, clean, neat, orderly, and fully functional condition unless otherwise agreed upon with the Commission. Normal wear and tear is acceptable.

Operator shall replace in like kind any property damaged by its employees, patrons, sub lessees, contractors, et. al., or operator's activities in accordance with their lease with the Commission.

2.2.7 Products, Services, and Facilities

Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.

Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility. Operator may provide reasonable discounts, rebates, or other similar types of price reductions.

Operator shall conduct its activities on and from the leased premises in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, or facilities and engaging in similar activities from similar leased premises in like markets.

2.2.8 Non-Discrimination

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, sexual orientation, gender identity 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.

2.2.9 Licenses, Permits, Certifications and Ratings

Operator and operator's personnel shall obtain and comply with, at operator's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Commission or any other duly authorized agency prior to engaging in any activity at the Airport.

Operator shall keep in effect and post in a prominent place, readily accessible to the public, all necessary or required licenses, permits, certifications, or ratings.

Upon request, operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager no less than ten (10) business days prior to operating under, or receipt of, applicable licenses, permits, certifications or ratings.

Revocation of any license, permit, certification or rating by the applicable issuing authority must be reported to the Airport Manager within one (1) business day of notification if loss of permit will result in discontinuation of operator's activities.

2.2.10 Personnel

The person managing the operator's activities shall have, and be able to demonstrate, experience managing comparable activities.

Operator shall provide a responsible person on the leased premises to supervise activities and such person shall be qualified and authorized to represent and act on behalf of the operator during all hours of activity with respect to the method, manner, and conduct of the operator and operator's activities. When such responsible person is not on the leased premises, such individual shall be immediately available by telephone and provide the Airport a current list of emergency contact numbers for staff.

Operator shall have in its employ, on duty, and on the leased premises during hours of activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of consumers for each activity being conducted in a safe, secure, efficient, courteous, prompt and professional manner.

Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the operator to maintain close supervision over aforementioned operator's employees in order to ensure that a high standard of products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt and professional manner.

2.2.11 Aircraft, Equipment, and Vehicles

All required aircraft, equipment and vehicles must be fully operational, functional, and available at all times and capable of providing all required and necessary products and services. Aircraft, equipment and vehicles may be unavailable, from time to time, on a temporary basis, as long as appropriate measures are taken to return the aircraft, equipment or vehicle to service as soon as possible. Operator shall have at least one required aircraft, equipment, and/or vehicle in a fully operational and functional condition at all times.

The operator is responsible for notifying the public whenever products and services are not available.

2.2.12 Hours of Activity

Hours of activity shall be clearly posted in public view using appropriate and professional signage.

2.2.13 Security

Operator shall fully comply with the Commission's approved and designated Airport Security Plan (ASP).

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Security Coordinator (ASC) including the name of the primary and secondary contacts and 24-hour telephone numbers.

Fencing, doors, gates, lighting, and locks which are part of the operator's leased premises or have been installed by the operator shall be maintained by the operator and kept in good condition at all times. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Airport unless otherwise stipulated.

Operator must comply with all applicable reporting requirements as established by the Commission, Local Government, Federal Aviation Administration, Transportation Security Administration, and law enforcement agencies. The ASC will be notified of any security concerns, issues, violations and any contact with the aforementioned entities regarding security issues.

2.2.14 Insurance

Operator shall procure, maintain, and pay premiums during the term of its agreement or permit for insurance policies required by regulatory measures and the types and minimum limits as set forth by the Commission for each activity conducted. The insurance company or companies underwriting the required policies shall be licensed and currently hold a Best rating of A or greater. The underwriting insurance company shall be authorized to write such insurance in the

State of Michigan. When coverage or limits are not commercially available, the Commission may establish appropriate replacement coverage or limits.

When operator engages in more than one activity, the minimum limits shall be established by the Commission and may vary depending upon the nature of each activity or combination of activities, but shall not necessarily be cumulative. While it may not be necessary for operator to carry insurance policies for the combined total of the minimum requirements of each activity, operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Commission.

All insurance, which operator is required by the Commission to carry and keep in force, shall name the Delta County Board of Commissioners as additional insured.

Liability policies shall contain, or be endorsed to contain, the following provisions:

1. "The Delta County Board of Commissioners is to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of operator; products and services of operator; premises owned, leased, occupied, or used by operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by operator. Any insurance or self-insurance maintained by the Commission shall be excess of operator's and shall not contribute with it."
2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect the coverage's provided to the Commission. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
3. "Coverage's shall not be suspended, voided, or cancelled by either party or reduced in coverage's or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been presented to the Commission."

Certificates of insurance for the insurance required by regulatory measures and set forth by these Minimum Standards for each activity shall be delivered to the Airport Manager upon execution of any agreement, permit, or approval. Operator shall furnish additional Certificates of Insurance thirty (30) days prior to any changes in coverage's. Insurance coverage's shall remain in full force and effect through the term of the agreement, permit, or approval and Certificates of Insurance shall be kept current with the Airport Manager.

The limits stipulated herein for each activity represent the minimum coverage's and policy limits that shall be maintained by the operator to engage in activities at the Airport. **Operators are encouraged to secure higher policy limits.**

Any self-insured operator shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the Delta County Airport, and the Commission individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by Local Government, the Airport, and the Commission,

individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of operator's activities, actions, or inactions. Such evidence shall be reviewed and approved in writing by the Commission.

Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk, as determined by the Commission.

2.2.15 Indemnification and Hold Harmless

Operator shall defend, indemnify, save, protect, and hold harmless the Delta County Airport, and the Commission individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the Airport, and the Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of operator's activities, actions, or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Michigan principles of comparative fault.

Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Delta County Airport, and the Commission individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by operator, its employees, its vendors or any other personnel used by the operator to maintain operator's facilities, vehicles, equipment, or aircraft.

Nothing herein shall constitute a waiver of any protection available to the Airport, and the Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers under the Michigan governmental immunity act or similar statutory provision.

2.2.16 Taxes

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 leased premises, operator's improvements on leased premises, and/or operator's activities.

2.2.17 Multiple Activities

When more than one activity is conducted at the Airport, the Minimum Standards shall be established by the Airport Manager.

Depending upon the nature of the combined activities, the Minimum Standards shall not be:

- Less than the highest standard for each element (e.g. land, hangar, office, shop, etc.) within the combined activities, or

- Greater than the cumulative standards for all combined activities

2.3 FIXED BASE OPERATOR (FBO)

2.3.1 Introduction

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:

- Aviation fuels and aircraft lubricants (Jet Fuel and Avgas)
- Passenger, crew, and aircraft ground services, support, and amenities
- Aircraft maintenance
- Aircraft parking, tie down, hangar, office, and shop rental

In addition to the General Requirements set forth in *Section 2.2*, each FBO at the Airport shall comply with the following Minimum Standards set forth in this section.

2.3.2 Scope of Activity

Unless otherwise stated in these Minimum Standards, all products and services shall be provided by the FBO's employees using the FBO's vehicles and equipment.

Use of Airport owned equipment may be authorized, with prior consent, under the understanding that the equipment is non-proprietary. Nominal fees may be assessed by the Airport for use of Airport owned equipment.

The FBO's products and services shall include the following:

- Aviation fuels and aircraft lubricants (Jet Fuel and Avgas)
 - The FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and aircraft lubricants into all general aviation and commercial aircraft frequenting the Airport.
 - The FBO shall provide a response time of no more than fifteen (15) minutes during required hours of activity except in circumstances that are beyond the control of the FBO.
- Passenger, crew, and aircraft ground services, support, and amenities
 - The FBO shall provide courtesy, on airport transportation, utilizing the FBO's vehicles, for passengers, crew, and baggage, as necessary and appropriate.
 - The FBO shall provide parking and tie down of aircraft upon the FBO's leased premises.
 - The FBO shall provide hangar storage for aircraft upon the FBO's leased premises including aircraft in-out (towing) service.
 - The FBO shall provide crew and passenger baggage handling and other related arrival and departure services.

- The FBO shall provide aircraft ground power.
- The FBO shall be able to make available crew and passenger ground transportation arrangements (i.e., limousine, shuttle, and rental car as necessary).
- The FBO shall be able to make aircraft catering arrangements.
- The FBO shall be capable of removing snow from apron area.
- Aircraft maintenance
 - The FBO shall provide aircraft maintenance, as defined by 14 CFR Part 43, for Group I and Group II piston and turboprop aircraft.
 - The FBO shall be able to provide aircraft line maintenance for aircraft up to Group IV turbojet aircraft.
 - The FBO can meet this requirement by arrangement and agreement with an authorized sub lessee who meets Minimum Standards for an Aircraft Maintenance Operator and operates from the FBO's leased premises.
 - Services may be contracted provided that the aircraft maintenance contractor is approved by the Commission and meets the aforementioned criteria.
 - In the event that aircraft maintenance is not currently being offered on the Airfield, the Commission, at its sole discretion, may permit temporary (TSASO) maintenance providers on an as needed basis in accordance with applicable TSASO permit requirements as defined in Section 2.12 of these Minimum Standards.
- Aircraft storage
 - The FBO shall develop, own, and/or lease facilities for the purpose of subleasing, to the public, aircraft storage facilities and associated office or shop space, depending upon the presence of public demand for such a facility, to entities engaging in commercial or non-commercial aeronautical activities.

2.3.3 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down areas, (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees.

Contiguous Land – Contiguous land square footage as deemed appropriate by Airport Management, upon which all required improvements including paved tie down, facilities, and vehicle parking shall be located.

Paved Tie down – Adequate to accommodate the number, type, and size of based aircraft and transient aircraft requiring tie down service at the FBO's Leased Premises.

Facilities:

- Terminal space square footage as deemed appropriate by Airport Management to include adequate space for crew and passenger lounge(s), flight planning room, conference room and restrooms. Administrative area shall be provided for employee offices, work areas, and storage.
- Maintenance space square footage as deemed appropriate by Airport Management. Maintenance customers shall have immediate access to the FBO's customer lounge, and restrooms. Administrative area shall be provided for employee offices, work areas, and storage. Maintenance area shall include adequate space for maintenance employee work areas, shop areas, and storage of aircraft parts and equipment. Maintenance hangar area shall not be large enough to accommodate the largest aircraft undergoing maintenance.
- Aircraft storage square footage as deemed appropriate by Airport Management.

2.3.4 Fuel Storage

The FBO shall construct and install, lease and maintain, or otherwise have access to via an agreement with the Commission, an on Airport fuel storage facility with square footage as deemed appropriate by Airport Management, in a location consistent with the Airport Master Plan, Airport Layout Plan, or any other Land Use Plan and approved by the Commission.

Fuel storage facility shall have total capacity for three days peak supply of aviation fuel for aircraft serviced by the FBO. In no event shall the total storage capacity be less than:

- 10,000 gallons for Jet Fuel storage
- 10,000 gallons for Avgas storage

The FBO shall have adequate storage capacity for waste fuel or test samples, or the capability to recycle the same

The FBO shall demonstrate the capability of expanding its fuel storage capacity within a reasonable time period if demand is expected to exceed current facilities.

The FBO shall, at its sole cost and expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to the other similar improvements to the Airport.

The FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein or the reasonable demands of consumers, whichever is greater. The FBO is responsible for ensuring delivery personnel are familiar with the fueling facility's security and spill procedures, and will ensure all deliveries are supervised by said employees.

Prior to engaging in fueling activities at the Airport which includes transporting, or arranging for the transport of, fuel onto the Airport, the FBO shall provide the Airport Manager with a written Spill Prevention, Control, and Countermeasures Plan (SPCC Plan) that meets regulatory

measures for applicable fuel storage facilities and the FBO's activities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least thirty (30) days prior to any changes in operations.

Fuel suppliers utilized by the operator must meet all applicable federal, state and local regulations.

Fuel delivered/dispensed by the FBO shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the dispensed fuel is the sole responsibility of the FBO.

The FBO shall maintain records that identify the number of gallons of:

1. Aviation fuel purchased by the FBO, organized by fuel type
2. Fuel delivered to the FBO's fuel storage facility, organized by fuel type
3. Fuel delivered to the FBO's customer aircraft and/or dispensed by the FBO at the Airport, organized by fuel type
4. All fuel deliveries will be reported to the Airport no later than the last day of each month utilizing the report form provided by the Airport.

The FBO shall pay the appropriate fees and charges due to the Airport at the Airport administrative office when invoiced by the Airport.

Records and meters shall be made available for audit by the Airport or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to the FBO and the amount of fuel delivered to customer aircraft and/or dispensed by the FBO at the Airport, the FBO shall promptly pay all additional fees and charges due to the Airport at the Airport administrative office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the original due date.

2.3.5 Fueling Equipment

The FBO shall have at least one (1) jet fuel refueling vehicle having a capacity of at least 3,000 gallons.

The FBO shall have at least one (1) avgas refueling vehicle having a capacity of at least 750 gallons. A fixed avgas refueling (self-fueling) system can be substituted for an avgas refueling vehicle. If substituted for an avgas refueling vehicle, the fixed avgas self-serve fueling system shall:

1. Be constructed or installed in a location specified by the Airport Manager
2. Be limited to a maximum capacity of 10,000 gallons
3. Be available and maintained by the FBO for public commercial use
4. Have detailed and readily accessible instructions for the proper and safe operation of the

system, emergency shut-off, properly rated fire extinguisher, and fuel spill kit

5. Have an approved Spill Prevention, Control and Countermeasure (SPCC) plan developed and approved by a Professional Engineer (“PE”) and provided to the airport.

In addition to the requirements listed above, an FBO providing services via a fixed refueling system shall also comply with all applicable requirements enumerated in Sections 2.4.3 – 2.4.6 and 2.4.8.

Aircraft refueling vehicles shall be equipped with metering devices that meet regulatory measures. The metering devices must be certified for accuracy by an approved weights and measures vendor annually with a copy of the results provided to the Airport. One refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft servicing capabilities. All refueling vehicles shall be bottom loaded.

Each refueling vehicle and all fueling equipment shall be equipped and maintained to comply with all applicable regulatory measures including, without limitation, those prescribed by:

- State of Michigan Fire Code
- City of Escanaba Fire Code
- National Fire Protection Association (NFPA) Codes
- 14 CFR Part 139, Airport Certification, Section 139.321: “Handling and Storing of Hazardous Substances and Materials”
- Applicable FAA Advisory Circulars (AC) including AC 00-34A: “Airport Ground Handling and Servicing” and AC 150/5210-5D: “Painting, Marking, and Lighting of Vehicles Used On An Airport”

2.3.6 Equipment

The FBO shall have the following equipment:

- Adequate equipment for recharging or energizing discharged aircraft batteries
- Adequate wheel chocks for aircraft parking in or on open apron areas and equipment for securing aircraft in or on permanent tie downs including ropes, chains, wheel chocks, and other types of aircraft restraining devices which are required to safely secure aircraft as described in FAA AC 20-35C
- Courtesy vehicle(s), capable of accommodating four passengers, to provide transportation of passengers, crews, and baggage between the FBO’s terminal building and aircraft
- One (1) four-wheel vehicle capable of removing light to moderate snowfall from the apron area
- Two (2) aircraft towing vehicles, coupled with tow bars, with at least one (1) having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation aircraft frequenting the Airport

- One (1) ground power units capable of providing electricity to direct current (DC) powered aircraft
- One (1) lavatory service cart

Spill kits including one mobile unit per continuous apron area with the necessary equipment and materials to contain a fuel spill and keep it from flowing into drains or other areas

Adequate number of approved and regularly inspected fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles

If applicable, all equipment reasonably necessary for the proper performance of aircraft maintenance in accordance with applicable FAA regulations and manufacturers' specifications

2.3.7 Personnel

Personnel, while on duty, shall be clean, neat in appearance, courteous, and, at all times, properly uniformed. Uniforms shall identify the name of the FBO and shall be clean, neat, professional, and properly maintained at all times. Management and administrative personnel shall not be required to be uniformed.

The FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA AC 00-34A: "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and associated record keeping, and emergency response procedures to fuel spills and fires. The FBO's SOP shall also address regular safety inspections, bonding and fire protection, public protection, control of access to fuel storage facilities and refueling vehicles, and marking and labeling of fuel storage tanks and refueling vehicles. The FBO's SOP shall be submitted to the Airport Manager no later than thirty (30) days before the FBO commences activities at the Airport, and it shall be resubmitted any time changes are planned.

The FBO shall have one (1) properly trained and qualified line service technician on each shift, with exception of the hours of 11:00pm local time to 6:00am local time, providing aircraft fueling, parking, and ground services and support. The FBO shall have one (1) supervisory line service technician trained in an FAA approved fire safety program corresponding with 14 CFR Part 139.321.

The FBO shall have one (1) properly trained and qualified fuel delivery employee available on each shift. The fuel delivery employee shall maintain an on-call status for after hour requests.

The FBO shall have one (1) properly trained and qualified customer service representative employed on each shift, except during the hours mentioned above, in order to provide customer service and support. A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off-premises.

The FBO (or authorized sub lessee – Aircraft Maintenance Operator) shall have one (1) Airframe and Power plant Mechanic properly trained and qualified to provide aircraft maintenance on aircraft frequenting the Airport.

2.3.8 Hours of Activity

Aircraft fueling and passenger, crew, and aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of consumers for this activity between the hours of 6:00am local time and 9:30pm local time seven (7) days a week, including holidays. These services shall also be available all other times, including after reasonable operating hours, on-call, with a response time not to exceed one (1) hour (60 minutes).

2.3.9 Aircraft Removal

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request by either the Airport Manager or the aircraft owner in order to maintain the operational readiness of the Airport. The FBO shall prepare an aircraft removal plan and either possess or have access to the equipment that is necessary to remove the general aviation aircraft.

2.3.10 Insurance

The FBO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.4 SELF-SERVE FUELING STATION OPERATOR (SASO)

2.4.1 Introduction

A self-serve fueling station operator is a commercial operator engaged in the sale of jet fuel and/or avgas through a fixed self-service fueling station. At Delta County Airport, a self-serve fueling station operator must also serve as a FBO as defined in *Section 2.3*. Non-FBO self-serve fueling station operators **may** be permitted to provide service, at the discretion of the Airport, only during those times that are outside of the normal operating hours of the FBO. Prior to the granting of a Self Service Fueling Station Operator permit, the Airport shall give any FBO (as defined in *Section 2.3*) presently serving the Airport a right of first refusal to match the level and type of service being proposed.

In addition to the General Requirements set forth in *Section 2.2*, each self-serve fueling station operator at the Airport shall comply with *Section 2.3* (if operator is an FBO) and the minimum standards set forth in this section.

2.4.2 Scope of Activity

If the self-service fueling station operator is not an FBO, the operator shall only sell fuel to the public through the operator's fixed self-service fueling station at times permitted by the Airport.

2.4.3 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator, adequate land and improvements, paved tie down areas, (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees, which are not cumulative. Operator shall have access to dedicated space

for crew and passenger lounges, public use telephones, and restrooms. Facilities shall be located in close proximity to fixed self-service fueling station.

2.4.4 Fuel Storage

The operator shall construct or install and maintain an on-Airport, aboveground fuel storage facility, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Layout Plan, or any other Land Use Plan and approved by the Airport.

Fuel storage facility shall have total capacity for three days peak supply of aviation fuel for aircraft being serviced by the operator. In no event shall the total storage capacity be less than:

- 10,000 gallons for Jet Fuel storage

AND/OR

- 10,000 gallons for Avgas storage

The operator shall have adequate storage capacity for waste fuel or test samples, or the capability to recycle the same

The operator shall demonstrate the capability of expanding its fuel storage capacity within a reasonable time period if demand is expected to exceed current facilities

The operator shall, at its sole cost and expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to the other similar improvements to the Airport.

The operator shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein or the reasonable demands of consumers, whichever is greater.

Prior to engaging in fueling activities at the Airport which includes transporting, or arranging for the transport of, fuel onto the Airport, the operator shall provide the Airport Manager with a written Spill Prevention, Control, and Countermeasures Plan (SPCC Plan) that meets regulatory measures for above ground fuel storage facilities and the operator's activities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least thirty (30) days prior to any changes in operations.

Fuel suppliers utilized by the operator must meet all applicable federal, state and local regulations.

Fuel delivered/dispensed by the operator shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the dispensed fuel is the sole responsibility of the FBO.

The SASO shall maintain records that identify the number of gallons of:

1. Aviation fuel purchased by the operator, organized by fuel type
2. Fuel delivered to the operator's fuel storage facility, organized by fuel type
3. Fuel delivered to the operator's customer aircraft and/or dispensed by the operator at the Airport, organized by fuel type

Reports shall be provided to Airport no later than the last working day of each month, unless otherwise approved, in writing, by the Airport.

The operator shall pay the appropriate fees and charges due to the Airport at the Airport administrative office when invoiced by the Airport.

Records and meters shall be made available for audit by the Airport or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to the operator and the amount of fuel delivered to customer aircraft and/or dispensed by the operator at the Airport, the operator shall promptly pay all additional fees and charges due to the Airport at the airport administrative office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the original due date.

2.4.5 Fueling Equipment

The self-service fueling station shall:

- a. Be constructed or installed in a location specified by the Airport Manager
- b. Have the capability to accept all major credit cards
- c. Be available and maintained by the operator for public commercial use
- d. Have detailed and readily accessible instructions for the proper and safe operation of the system and a fully functional telephone, emergency shut-off, properly rated fire extinguisher, and fuel spill kit
- e. Be equipped with metering devices that meet regulatory measures
- f. Be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed in *Section 2.3.5* of these Minimum Standards

2.4.6 Equipment

Operator shall have the following equipment readily available on operator's leased premises:

- Adequate wheel chocks for aircraft parking in and on open apron areas
- Spill kits with the necessary equipment and materials to contain a fuel spill and keep it from flowing into drains or other areas
- Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained at the self-service fuel station

2.4.7 Hours of Activity

Hours and availability must be coordinated with the FBO, if a non FBO provider, and approved by the Airport Manager.

2.4.8 Insurance

The FBO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.5 AIRCRAFT MAINTENANCE OPERATOR (SASO)

2.5.1 Introduction

An Aircraft Maintenance Operator is a commercial operator engaged in providing aircraft maintenance on airframes and power plants, as defined in 14 CFR Part 65, for aircraft other than those owned, leased, and/or operated by, and under the full and exclusive control of the operator, in addition to selling aircraft parts, accessories, and related components.

In addition to the General Requirements set forth in Section 2.2, each operator at the Airport shall comply with the following minimum standards set forth in this section.

SASO- Aircraft Maintenance Operator, shall comply with the Minimum Standards set forth in Section 2.3 associated with aircraft maintenance.

2.5.2 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down areas, (see Section 2.2.5), facilities, and vehicle parking (see Section 2.2.5) in order to accommodate all activities of the operator and all approved sub lessees, which are not cumulative.

Minimum facility square footage as deemed appropriate by Airport Management shall be provided based upon the largest Aircraft Design Group serviced by the operator.

All required improvements, including facilities and vehicle parking, shall be located on contiguous land. Facilities shall comply, at all times, with regulatory measures pertaining, but not limited to, drainage, building setbacks, and vehicle parking. Customer area shall include adequate space for (in the case of a sub lessee, immediate access to) customer lounge, and restrooms.

Administrative area shall be provided for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment. Hangar area shall be at least equal to the square footage required for the type of aircraft maintenance being provided or large enough to accommodate the largest aircraft undergoing maintenance (other than preventative maintenance as described in 14 CFR Part 43), whichever is greater.

2.5.3 Licenses and Certification

Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

2.5.4 Personnel

Operator shall provide a sufficient number of personnel, including airframe and power plant mechanics and customer service representatives, to carry out the operator's activity in a safe, secure, efficient, courteous, prompt, and professional manner while also meeting the reasonable demands of consumers for this activity. Operator shall employ one (1) airframe and power plant mechanic and one (1) customer service representative as employees who shall be available during required hours of activity as described in *Section 2.5.6*. An airframe and power plant mechanic may fulfill the responsibilities of the customer service representative unless the airframe and power plant mechanic is performing duties off of Airport property.

Operators providing 100 hour, annual, or phase inspections shall employ an airframe and power plant mechanic certified as an Inspection Authority (IA).

2.5.5 Equipment

Operator shall maintain sufficient equipment and supplies to safely accommodate the largest aircraft serviced.

2.5.6 Hours of Activity

Operator shall be open and services shall be available to meet the reasonable demands of consumers for this activity at least five (5) days per week and no less than eight (8) hours per day and available after hours, on-call, with response time not to exceed one (1) hour (60 minutes). Operator must coordinate with and receive written approval of advertised hours from the Airport Manager.

2.5.7 Insurance

The SASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.6 AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

2.6.1 Introduction

An Avionics or Instrument Maintenance Operator is a commercial operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A, for example, aircraft radios, electrical systems, or instruments.

In addition to the general requirements set forth in *Section 2.2*, each operator at the Airport shall comply with the following minimum standards set forth in this section.

2.6.2 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down areas, (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees, which are not cumulative. For operators performing services beyond bench work (i.e. removal and replacement services are being performed), the minimum facility square footage as deemed appropriate by Airport Management shall be provided.

Facilities shall comply at all times with regulatory measures pertaining, but not limited to, drainage, building setbacks, and vehicle parking. Customer area shall include adequate space for (in the case of a sub lessee, immediate access to) customer lounge, and restrooms.

Administrative area shall be provided for employee offices, work areas, and storage.

Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment. Hangar area shall large enough to accommodate the largest aircraft undergoing maintenance (other than preventative maintenance as described in 14 CFR Part 43), whichever is greater.

2.6.3 Licenses and Certifications

Operator performing avionics or instrument maintenance shall be properly certificated and comply with all applicable regulatory measures.

Personnel shall be properly certificated by the FAA and the Federal Communications Commission (FCC), current, and hold the appropriate ratings for the work being performed.

2.6.4 Personnel

Operator shall provide a sufficient number of personnel, including avionics technicians and/or instrument technicians and customer service representatives, to carry out this activity in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers for this activity. Operator shall employ one (1) avionics and/or instrument technician and one (1) customer service representative as employees who shall be available during required hours of activity (see *Section 2.6.6*). An avionics and/or instrument technician may fulfill the responsibilities of the customer service representative unless the avionics and/or instrument technician is performing duties off of airport property.

2.6.5 Equipment

Operator shall maintain sufficient equipment and supplies to safely accommodate the largest aircraft serviced.

2.6.6 Hours of Activity

Operator shall be open and services shall be available to meet the reasonable demands of consumers for this activity at least five (5) days per week and no less than eight (8) hours per day and available after hours, on-call, with response time not to exceed one (1) hour (60 minutes). Operator must coordinate with and receive written approval of advertised hours from the Airport Manager.

2.6.7 Insurance

The SASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.7 AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

2.7.1 Introduction

An Aircraft Rental Operator is a commercial operator engaged in the rental of aircraft to the public.

A Flight Training Operator is a commercial operator engaged in providing certified flight instruction to the public. A person holding a current FAA flight instructor's certificate who provides occasional flight instruction to an owner of an aircraft in the owner's aircraft and is not compensated by the aircraft owner or any other party shall not be deemed a commercial activity.

In addition to the General Requirements set forth in Section 2.2, each operator at the Airport shall comply with the following minimum standards set forth in this section.

2.7.2 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees.

- Paved tie downs (lessee only) shall be adequate to accommodate one (1) aircraft having a minimum wingspan of forty (40) feet or all of the aircraft in the operator's fleet, whichever is greater. If operator utilizes a hangar for storing all aircraft in the operator's fleet of aircraft at the Airport, paved tie downs are not required.
- Facilities shall include customer service and administrative areas. Maintenance and hangar areas are required if operator is conducting aircraft maintenance on aircraft owned, leased, and/or operated by, and under the full and exclusive control of, said operator. If operator provides aircraft maintenance on other aircraft, operator shall meet Minimum Standards for an Aircraft Maintenance Operator as defined in Section 2.2.5 of these Minimum Standards.
 - Customer area (for a lessee) shall include adequate space for a customer lounge, class/training rooms and restrooms.
 - Customer area (for a sub lessee) shall include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge, public use telephone and restrooms.
 - Administrative area shall be provided for employee offices, work areas, and storage.
 - Hangar area (for a lessee), if required, shall be large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by the operator, whichever is greater.
 - Hangar area (for a sub lessee), if required, shall be large enough to accommodate the

largest aircraft in operator's fleet at the Airport maintained by the operator.

- Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment.

2.7.3 Licenses and Certifications

Personnel performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the aircraft being utilized and/or flight training being provided. Flight Training Operators shall have at least one (1) flight instructor with the appropriate ratings and medical certification to provide the type and level of flight instruction desired by the public and/or mandated by the FAA.

2.7.4 Personnel

Operator shall provide a sufficient number of personnel to carry out rental and/or flight training activities in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers for this activity. Operator shall employ at least one (1) flight instructor and one (1) customer service representative as employees who shall be available during required hours of activity (see Section 2.7.6). A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off of Airport property.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, commercial pilot, and instruments ratings.

Operator shall ensure appropriate TSA training is completed for staff that have the responsibility of dispatching flights.

2.7.5 Equipment

Operator providing primary flight training shall have available for rental or use in flight training, either owned by or underwritten lease to operator and under the full and exclusive control of operator, at least one (1) properly certified and currently airworthy two-place aircraft which may be equipped for and fully capable of flight under instrument conditions.

Operators providing primary flight training shall provide, at a minimum, adequate mock-ups, still pictures, videos, computer based training or other training aids necessary to provide proper and efficient ground school instruction.

Operators providing aerobatic flight training or sport or recreational flight training only shall not be required to have available for rental or use aircraft which are equipped for and fully capable of flight under instrument conditions.

2.7.6 Hours of Activity

Operator shall be open and services shall be available to meet the reasonable demands of consumers for this particular activity.

2.7.7 Insurance

The SASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

Disclosure Requirement: Any operator conducting aircraft rental, sales, 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 Airport Manager.

2.8 AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

2.8.1 Introduction

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.

An Aircraft Management Operator is a commercial operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2.2, each operator at the Airport shall comply with the following minimum standards set forth in this section.

2.8.2 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down areas, (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees.

- Paved tie downs (lessee only) shall be adequate to accommodate three (3) aircraft having a minimum wingspan of forty (40) feet or all of the aircraft in the operator's fleet, whichever is greater. If operator utilizes a hangar for storing all aircraft in the operator's fleet of aircraft at the Airport, paved tie downs are not required.
- Facilities shall include customer service and administrative areas. Maintenance and hangar areas are required if operator is conducting aircraft maintenance on aircraft owned, leased, and/or operated by, and under the full and exclusive control of, said operator. If operator provides aircraft maintenance on other aircraft, operator shall meet Minimum Standards for an Aircraft Maintenance Operator as defined in Section 2.5 of these Minimum Standards.
 - Customer area (for a lessee) shall include adequate space for a customer lounge, class/training rooms and restrooms.
 - Customer area (for a sub lessee) shall include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge and restrooms.

- Administrative area shall be provided for employee offices, work areas, and storage.
- Hangar area (for a lessee), if required, shall be large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by the operator, whichever is greater.
- Hangar area (for a sub lessee), if required, shall be large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by the operator.
- Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment.

2.8.3 Licenses and Certifications

Aircraft Charter Operators shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, including, without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation shall be immediately provided to the Airport Manager.

Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the aircraft utilized and medical certifications necessary and/or mandated for activity.

2.8.4 Personnel

Operator shall provide a sufficient number of personnel to carry out rental and/or management activities in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers seeking such services. Operator shall employ one (1) chief pilot and one (1) customer service representative as employees who shall be available during required hours of activity (see *Section 2.8.6*). The chief pilot may fulfill the responsibilities of the customer service representative unless the chief pilot is performing duties off of Airport property.

2.8.5 Equipment

Operator shall provide, either owned or underwritten lease to operator and under the full and exclusive control of operator, no less than one (1) aircraft with sufficient number of passenger seats to meet both demand and the hours set forth in paragraph 2.8.6.

2.8.6 Hours of Activity

Operators shall be open and services shall be available to meet the reasonable demands of consumers for this activity. After hours, on-call response time to customer inquiries shall not exceed one (1) hour (60 minutes), a trip quote shall be provided to the customer within one (1) hour (60 minutes) of that time, and notwithstanding circumstances beyond the operator's control, the operator shall be able to initiate the flight within two (2) hours of the time the trip quote was provided to the customer.

2.8.7 Insurance

The SASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.9 AIRCRAFT SALES OPERATOR (SASO)

2.9.1 Introduction

An Aircraft Sales Operator is a commercial operator engaged in the sale of three (3) or more new and/or used aircraft during a 12-month period.

In addition to the General Requirements set forth in *Section 2.2*, each operator at the Airport shall comply with the following minimum standards set forth in this section.

2.9.2 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees.

- Paved tie downs (lessee only) shall be adequate to accommodate one (1) aircraft having a minimum wingspan of forty (40) feet or all of the aircraft in the operator's fleet, whichever is greater. If operator utilizes a hangar for storing all aircraft in the operator's fleet of aircraft at the Airport, paved tie downs are not required.
- Facilities shall include customer service and administrative areas. Maintenance and hangar areas are required if operator is conducting aircraft maintenance on aircraft owned, leased, and/or operated by, and under the full and exclusive control of, said operator. If operator provides aircraft maintenance on other aircraft, operator shall meet Minimum Standards for an Aircraft Maintenance Operator as defined in *Section 2.5* of these Minimum Standards.
 - Customer area (for a lessee) shall include adequate space for a customer lounge, class/training rooms and restrooms.
 - Customer area (for a sub lessee) shall include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge and restrooms.
 - Administrative area shall be provided for employee offices, work areas, and storage.
 - Hangar area (for a lessee), if required, shall be large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by the operator, whichever is greater.
 - Hangar area (for a sub lessee), if required, shall be large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by the operator.
 - Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment.

2.9.3 Dealership

An operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with reasonable notice) at least one (1) current model demonstrator of aircraft in each of its authorized product lines.

2.9.4 Licenses and Certifications

Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all aircraft offered for sale.

2.9.5 Personnel

Operator shall provide a sufficient number of personnel to carry out activity in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers seeking such services. Operator shall employ one (1) private pilot and one (1) customer service representative as employees who shall be available during required hours of activity (see *Section 2.9.7*). The private pilot may fulfill the responsibilities of the customer service representative unless the private pilot is performing duties off of Airport property.

2.9.6 Equipment

Operator shall provide necessary and satisfactory arrangements for aircraft maintenance in accordance with any sales guarantee or warranty period.

2.9.7 Hours of Activity

Operator shall be able and available to meet the reasonable demands of consumers for this activity.

2.9.8 Insurance

The SASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.10 AIRCRAFT STORAGE OPERATOR (SASO)

2.10.1 Introduction

An Aircraft Storage Operator is a commercial operator that develops and/or owns an aircraft storage facility and/or associated office and/or shop space and sells and/or subleases such space to entities engaging in commercial or non-commercial aeronautical activities at the Airport.

An Aircraft Storage Operator may also be a commercial operator that leases aircraft storage facilities and/or associated office and/or shop space from the Airport and subleases such space to entities engaging in commercial or non-commercial aeronautical activities.

In addition to the General Requirements set forth in Section 2.2, each operator at the Airport shall comply with the following minimum standards set forth in this section.

2.10.2 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down areas, (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees.

All required improvements including facilities and vehicle parking shall be located on contiguous land square footage as deemed appropriate by Airport Management.

Hangar(s) shall be of the number and square footage as deemed appropriate by Airport Management for the aircraft storage activity being proposed.

2.10.3 Hours of Activity

Operator shall ensure that facilities are available and readily accessible for use by owners and sub lessees seven (7) days per week, including holidays, and open no less than 24 hours per day.

2.10.4 Insurance

The SASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.11 OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

2.11.1 Introduction

This section pertains to other commercial aeronautical SASOs engaging in limited aircraft services and support activities, miscellaneous commercial services and support activities, or other air transportation services for hire activities.

Limited Aircraft Services and Support – Defined as limited aircraft, engine, or accessory support (for example, cleaning, washing, waxing, painting, upholstery, propeller repair) or other related aircraft services and support activities.

Miscellaneous Commercial Services and Support – Defined as ground school, simulator training, scheduling and dispatching, or any other related commercial services and support activities.

Other Air Transportation Services for Hire – Defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipeline patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in *Section 2.2*, each SASO, as described in *Section 2.11.1*, at the Airport shall comply with the following minimum standards set forth in this section.

2.11.2 Leased Premises

Operator engaging in this activity shall have, under agreement with the Commission or another operator and/or under permit with the Commission, adequate land and improvements, paved tie down areas, (see *Section 2.2.5*), facilities, and vehicle parking (see *Section 2.2.5*) in order to accommodate all activities of the operator and all approved sub lessees.

- Paved tie downs (lessee only) shall be adequate to accommodate one (1) aircraft having a minimum wingspan of forty (40) feet or all of the aircraft in the operator's fleet, whichever is greater. If operator utilizes a hangar for storing all aircraft in the operator's fleet of aircraft at the Airport, paved tie downs are not required.
- Facilities shall include customer service and administrative areas. Maintenance and hangar areas are required if operator is conducting aircraft maintenance on aircraft owned, leased, and/or operated by, and under the full and exclusive control of, said operator. If operator provides aircraft maintenance on other aircraft, operator shall meet Minimum Standards for an Aircraft Maintenance Operator as defined in Section 2.5 of these Minimum Standards.
 - Customer area (for a lessee) shall include adequate space for a customer lounge, class/training rooms, public use telephone, and restrooms.
 - Customer area (for a sub lessee) shall include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge and restrooms.
 - Administrative area shall be provided for employee offices, work areas, and storage.
 - Hangar area (for a lessee), if required, shall be large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by the operator.
 - Hangar area (for a sub lessee), if required, shall be large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by the operator.
 - Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and equipment.

2.11.3 Licenses and Certifications

Operator shall have and provide evidence, to the Airport Manager, of all activity licenses and certificates that are required to conduct activity at the Airport.

2.11.4 Personnel

Operator shall provide a sufficient number of personnel in order to carry out activity in a safe, efficient, courteous, prompt, and professional manner while meeting the reasonable demands of consumers seeking such services.

2.11.5 Equipment

Operator shall have, based at the Airport, either owned or underwritten lease to, and under the full and exclusive control of operator, sufficient vehicles, equipment, and, if appropriate, one (1) properly certified and currently airworthy aircraft shall be readily accessible.

2.11.6 Hours of Activity

Operator shall be open and services shall be available during hours maintained by experienced entities providing comparable services (i.e. engaging in the same and/or similar activities).

Operator's services shall be available to meet the reasonable demands of consumers for the activity.

2.11.7 Insurance

The SASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.12 TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (TSASO)

2.12.1 Introduction

The Airport recognizes that aircraft operators using the Airport may, from time to time, have specialized service requirements such as aircraft maintenance and/or flight training. When specialized assistance is required, but is not available at the Airport through existing operators due to the specialized nature of the service requirements and/or existing operators are unable to provide the services being requested within a reasonable timeframe, the Airport Manager may allow an aircraft operator to solicit and utilize the services of a qualified person to provide the aforementioned services.

Aircraft operator shall initiate the process by informing the Airport Manager about the desired specialized services, timeframe for the execution of the specialized services, and the Temporary Specialized Aviation Service Operator (TSASO) to provide the service.

Aircraft operator is responsible for assuring compliance of regulatory measures by the TSASO while on the Airport.

In addition to the general requirements set forth in Section 2.2, each operator at the Airport shall comply with the following minimum standards set forth in this section.

2.12.2 Scope of Activity

TSASO shall conduct activity on and from the leased premises of the aircraft operator in a safe, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products and services and engaging in similar activities. TSASO must comply with any and all restrictions identified in the lease for the leased premises, if applicable. If necessary, due to the nature of the work being conducted, the TSASO may request hangar space on a first come, first served basis, subject to present day hangar rental rates on the airfield.

2.12.3 Commercial Aeronautical Activity Permit

Aircraft operator must submit a written request to the Airport Manager on behalf of the TSASO.

Prior to engaging in activity on the Airport, the TSASO shall obtain a Commercial Aeronautical Activity Permit approved by the Airport Manager for a specific period of time which is typically no more than thirty (30) days. Commercial Aeronautical Activity permits are covered fully in Section 2.13 of the Minimum Standards. Renewal of the permit shall be subject to the TSASO's compliance with all terms and conditions of the approved Commercial Aeronautical Activity Permit.

The TSASO shall comply with all requirements for the permitted activities and limit service provided to the person(s), area(s), and timeframe identified in the approved Commercial Aeronautical Activity Permit.

Aircraft operators requiring after hour or weekend service by a TSASO must notify Airport Administration prior to the operator engaging in activities at or on the Airport.

2.12.4 Licenses and Certifications

The TSASO shall have and provide evidence to the Airport Manager of all agency licenses and certificates that are required to conduct the activity at the Airport.

2.12.5 Insurance

The TSASO shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.13 COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

2.13.1 Application

Any person desiring to engage in any other commercial aeronautical activity that has not been previously defined shall submit a written application to the Airport Manager for a Commercial Aeronautical Activity Permit, henceforth referenced as Permit.

The prospective operator shall submit all of the pertinent information on the written application and thereafter shall submit any additional information that may be required or requested by the Airport Manager in order to properly and fully evaluate the application and facilitate an analysis of the prospective operation. The written application shall include a basic business plan comprised of, but not be limited to, the following information:

- a. Name and Contact Information (Address, Phone, Email)
- b. Comprehensive description of proposed activity
- c. Desired start date
- d. Anticipated hours of operation
- e. Verifiable qualifications and experience
- f. Past and current financial results and/or performance, condition and capacity (as evidenced by historical and current financial statements)

g. References.

No application will be deemed complete that does not provide the Airport Manager with the information necessary to allow the Airport Manager to make a meaningful assessment and determination that the applicant's prospective operation will comply with the regulatory measures and be compatible with all approved, current airport planning documents, including, but not limited to, Airport Layout Plan and Airport Master Plan.

Following review and approval by the Airport Manager and, if needed, the Commission, the Permit will be signed by the Airport Manager. A copy of the signed and approved Permit will be provided to the applicant.

2.13.2 Approved Commercial Aeronautical Activity Permit

The approved permit will be valid for the time period indicated on the permit as long as the operator meets the following requirements:

- The information submitted in the application is current. The operator shall notify the Airport Manager, in writing, within three (3) business days of any change to the information submitted in the application.
- The operator is in compliance with regulatory measures and the terms and conditions of the approved Permit.

The approved Permit may not be assigned or transferred and shall be limited solely to the approved activity(s).

For lessees, the approved Permit shall be appended to their agreement and become a material part thereof. The breach of any portion of the approved Permit by operator, including the application incorporated by reference thereto, shall be deemed a material breach of any associated agreement allowing the Commission the option to terminate the approved Permit and/or the agreement.

2.13.3 Existing Operator with an Existing Agreement or Permit

If there is a change in the scope of activities, the operator, prior to engaging in any activity not permitted under the original agreement or permit or expanding the scope of activities permitted under the original agreement or permit, shall submit a completed application for a Commercial Aeronautical Activity Permit to the Airport Manager prior to conducting activity(s) not permitted under the agreement or permit.

2.14 NON-COMMERCIAL HANGAR OPERATOR

2.14.1 Introduction

A Non-Commercial Hangar Operator is a person that develops and constructs and/or owns an aircraft storage facility for the purpose of storing aircraft owned, leased, and/or operated by, and under the full and exclusive control of, the operator for non-commercial purposes only.

Operator shall provide evidence of aircraft ownership, lease, or operation. If the aircraft is being leased or operated by, under the full and exclusive control of, operator, then operator shall

provide the Airport Manager with a copy of the lease or operating agreement. The Airport Manager will determine if the lease or operating agreement is for non-commercial purposes.

No commercial activity of any kind shall be permitted on or from the leased premises.

Non-Commercial Hangar Operator shall not be permitted to sublease any land or improvements on the leased premises for any purpose without the written consent of the Commission.

In addition to the General Requirements set forth in Section 2.2, each operator at the Airport shall comply with the following minimum standards set forth in this section.

2.14.2 Leased Premises

Non-Commercial Hangar Operator engaging in this activity shall have, under agreement and/or permit with the Commission, adequate land and improvements.

All required improvements including facilities and vehicle parking shall be located on contiguous land square footage as deemed appropriate by Airport Management.

Hangar(s) shall be of the number and square footage as deemed appropriate by Airport Management for the aircraft storage activity being proposed.

2.14.3 Ownership Structure

Hangar development may be attempted and accomplished by any person or entity, including associations.

Association membership shall be contingent upon ownership interest in the association of a proportionate share of the non-commercial hangar facility which shall consist of not less than one (1) individual hangar, or an equal portion of the common hangar area which is consistent with the total number of member(s)/shareholder(s). Such area shall not be less than 1,000 square feet.

All member(s)/shareholder(s) of the association shall be declared to the Airport Manager at the time the application for development and activity is submitted. Thereafter, the association and/or each member/shareholder of the association shall be required to demonstrate ownership, as required herein, as requested by the Airport Manager from time to time. Association shall appoint one (1) representative. The hangar facilities developed and utilized by the association shall be exclusively for storage of aircraft owned by the member(s)/shareholder(s) of the association.

The association may not utilize nor cause the leased premises to be utilized for speculative development of either the leased premises or the improvements located thereupon.

Each member/shareholder of the association shall be responsible and jointly liable with all other member(s)/shareholder(s) for the association's compliance with these Minimum Standards, and each member/shareholder of the association shall, upon written request by the Airport Manager, provide appropriate written confirmation of membership status or share ownership. Every association member(s)/shareholder(s) declared to the Airport Manager in accordance with this

Section of these Minimum Standards shall remain liable to the Airport for the association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the association changes, unless a release of liability of a former association member/shareholder is approved, in writing, by the Commission.

2.14.4 Insurance

The Operator shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.15 NON-COMMERCIAL SELF-FUELING PERMITTEE

2.15.1 Introduction

All entities desiring to self-fuel shall be given a reasonable opportunity, without unjust discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit (Permit). Those entities that have agreements granting them the rights to perform commercial fueling (e.g. an FBO) are not required to apply for a Permit as described in this Section. Each entity providing self-fueling is required to have either: a) 150,000 gallons of throughput per year or b) perform life preserving operations requiring immediate access to fuel. All entities with self-fueling must report to the Airport the number of gallons uploaded each month and remit fuel flowage fees.

This Section sets forth the standards prerequisite to a person desiring to engage in Non-Commercial Self-Fueling at the Airport. Any person engaging in such activities shall also be required to comply with Regulatory Measures pertaining to such activities.

In addition to the General Requirements set forth in Section 2.2, each Operator at the Airport shall comply with the following minimum standards set forth in this section.

2.15.2 Permit/Approval

No person shall engage in self-fueling activities unless a valid Permit authorizing such activity has been obtained from the Airport Manager. Such entities shall herein be referred to as "Permittees".

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

Prior to issuance and subsequently upon request by the Airport Manager, permittee shall provide evidence of ownership or lease of any aircraft being operated, under the full and exclusive control, and fueled by Permittee.

2.15.3 Reporting

Permittee shall maintain records and submit a summarized report to the Airport Manager by the 10th day of the subsequent month that identifies the number of gallons of:

- Aviation fuel purchased by the permittee, organized by fuel type
- Delivered to the permittee's fuel storage facility, organized by fuel type

- Delivered or dispensed to permittee aircraft at the Airport

Permittee shall pay the appropriate fees and charges due to the Airport at the Airport administrative office when invoiced by the Airport, including, but not limited to, lease fees and fuel flowage fees.

Records and meters shall be made available for audit and review by the Airport or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to the permittee and the amount of fuel delivered to the permittee's aircraft and/or dispensed by permittee at the Airport, permittee shall pay promptly all additional fees and charges due to the Airport at the airport administrative office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due. The metering devices must be certified for accuracy by an approved weights and measures vendor annually with a copy of the results provided to the Airport.

2.15.4 Fuel Storage

Self-fueling permittee shall demonstrate that satisfactory arrangements have been made for the storage of fuel in a centrally located fuel storage area approved by the Airport Manager and Aircraft Rescue and Firefighting (ARFF). Operators authorized by the Commission shall lease land and construct or install an above ground fuel storage facility in the centrally located fuel storage area. In no event shall the storage capacity of each tank be less than 10,000 gallons.

Fuel suppliers utilized by operator must meet all applicable Federal, State and Local regulations.

Fuel delivered/dispensed by the permittee shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the fuel is the sole responsibility of the permittee.

2.15.5 Fueling Equipment

In the event that mobile refuelers are needed for self-fueling operations, self-fueling permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons each. Avgas refueling vehicles shall have a maximum capacity of 1,200 gallons and Jet Fuel refueling vehicles shall have a maximum capacity of 3,000 gallons. All refueling vehicles shall be capable of bottom loading. Each refueling vehicle and all fueling equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed in Section 2.3.5 of these Minimum Standards.

Prior to engaging in self-fueling activities at the Airport which includes transporting fuel onto the Airport, the self-fueling Permittee shall provide the Airport Manager with a written SPCC Plan that meets regulatory measures for above ground fuel storage facilities and the Permittee's activities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least thirty (30) days prior to any changes in operations.

Self-fueling Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA AC 00-34A: "Aircraft Ground Handling and Servicing". Permittee's SOP shall include a training plan, fuel quality

assurance procedures and associated record keeping and emergency response procedures for fuel spills and fires. Permittee's SOP shall also address:

- Regular safety inspections
- Bonding and fire protection
- Public protection
- Control of access to fuel storage facilities and refueling vehicles
- Marking and labeling of fuel storage tanks and refueling vehicles

Permittee's SOP shall be submitted to the Airport Manager not later than thirty (30) days before the self-fueling Permittee commences self-fueling at the Airport. Permittee's SOP shall be resubmitted anytime changes are planned.

2.15.6 Limitations

Self-fueling Permittees shall not sell and/or dispense fuels to based aircraft or transient aircraft that are not owned, leased, and/or operated by, and under the full and exclusive control of, self-fueling Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Airport Manager.

First Violation – Revocation of Permit for up to a period of one (1) year.

Second Violation – Revocation to be permanent

2.15.7 Emergency Public Service

Entities providing an Emergency Public Service, including, but not limited to, National Guard, state, and local entities providing emergency services are not required to meet Minimum Standards identified in Section 2.15.4. This does not, however, exclude requirements for Standard Operating Procedures.

Storage and delivery of fuel for aircraft operated by an Emergency Public Service must be approved, in advance, by the Airport Manager.

All other Minimum Standards identified in this Section must be adhered to by the person or entity providing the Emergency Public Service.

2.15.8 Insurance

The self-fueling Permittee shall maintain, at a minimum, the coverage's and limits of insurance as set forth by the Commission.

2.16 PRIVATE FLYING CLUB

2.16.1 Introduction and General Requirements

A Private Flying Club (PFC) is a person or organization that is legally formed as a non-profit entity with the State of Michigan, operated on a non-profit basis (so as not to receive revenues

greater than the costs and expenses to operate, maintain, acquire and/or replace PFC aircraft), and restricts membership from the public (i.e. does not advertise or make its membership available to the public). Each PFC member must have an ownership interest in the PFC. PFC shall keep on file and available for review by the Airport Manager a complete membership list and investment (ownership) share held by each member, including a record of all members, past and present, with full names, addresses, and the date of membership effectiveness and/or nullification.

PFC shall file and keep current with the Airport Manager:

- Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the PFC's registered office.
- Roster of all officers and directors including home and business addresses and phone numbers.
- Designee responsible for compliance with these Minimum Standards and other regulatory measures.

PFCs shall not be required to meet Minimum Standards stipulated for Aircraft Rental or Flight Training Operators so long as no commercial operations of any kind are being conducted.

No member of a PFC shall receive compensation for services provided for such PFC or its members unless such member is an authorized operator with the Commission. 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 PFC member, on an exclusive basis, to other PFC members.

PFC aircraft shall not be used by non-members.

No member shall use the PFC aircraft in exchange for compensation. This does not include reimbursement for costs and expenses associated with the use of the PFC aircraft.

3 RULES & REGULATIONS

3.1 ORGANIZATION

3.1.1 TITLE

This Section may be cited as the Delta County Airport Rules and Regulations.

3.1.2 AUTHORITY

This Section is created pursuant to authority granted by the Michigan Aeronautics Code MCLA 259.133.

3.1.3 PURPOSE

The Airport is operated by the Delta County Board of Commissioners.

These Rules and Regulations have been adopted by the Delta County Board of Commissioners, and are issued pursuant to the authority by the Aeronautics Code of the State of Michigan for the construction and operation of airports under its control and to safeguard the public. The provisions of this document are intended to provide for the safe, orderly, and efficient operation of the Airport.

Violation of these Rules and Regulations shall subject the offender to administrative action by the Delta County Board of Commissioners and to penalties for such violations as provided in Section 3.1.8 of these Rules and Regulations.

3.1.4 SCOPE

The Airport is governed by the Delta County Board of Commissioners under the Rules and Regulations set forth herein, the rules and regulations of the Michigan Aeronautics Commission, Federal Aviation Administration, Transportation Security Administration and other applicable Federal, State, and local rules and regulations.

All users of and any persons on the Airport property shall be governed by these Rules and Regulations and by any emergency directives issued by the Airport Manager pursuant to these Rules and Regulations. It shall be the responsibility of all persons, firms, and corporations operating on the Airport to acquaint themselves with and adhere to the Rules and Regulations contained herein at all times. These Rules and Regulations supersede all those previously published, and are subject to change by the Commission at any time.

These Rules and Regulations are not intended to amend, modify or supersede any provision of Federal, State, county, city or township law and/or ordinances, or any specific contractual agreement of the Commission with which they may conflict, and shall, insofar as possible, be interpreted so that no such conflict shall exist.

3.1.5 ADMINISTRATION AND POLICY

Administration of the terms of these Rules and Regulations shall be under the authority and control of the Airport Manager.

Policymaking aspects of these Rules and Regulations reside with the Commission.

3.1.6 EMERGENCY POWERS OF THE AIRPORT MANAGER

When an emergency exists at the Airport, the Airport Manager or their designated representative is empowered to issue such directives and to take such action that, within their discretion and judgment are necessary or desirable to protect persons and property and expedite the operation of the Airport. Such directives and actions of the Airport Manager shall have the force of a regulation hereunder so long as said emergency exists.

3.1.7 CONFLICT WITH OTHER AUTHORITY

Should any part of these Rules and Regulations conflict with Federal or State law or local ordinance, then such Federal, State, or local authority will take precedence. The Rules and Regulations promulgated herein shall in no way supersede or abrogate regulations set forth in TSR Part 1542 (Airport Security) or 14 CFR Part 139 (Certification and Operations of Land Airports). If any provision of these Rules and Regulations or the application thereof to any person or circumstances is held invalid, the remainder of the Rules and Regulations shall not be affected thereby.

3.1.8 ENFORCEMENT

The Airport Manager shall enforce the provisions of these Rules and Regulations and may call upon Airport Employees or others for such assistance as the Airport Manager may from time to time require.

3.1.8.1 Civil Enforcement

- **Removal from the Airport:** Any person who fails or refuses to comply promptly with the Rules and Regulations contained herein following notice of violation by the Airport Manager, where such noncompliance interferes with the management, regulation or operation of the Airport and its facilities or creates any hazard or condition that endangers the public or Airport personnel or property, may be promptly removed or ejected from the Airport by the authority of the Airport Manager.
- **Civil Fines:** Any individual that violates these Rules and Regulations or violates the Airport Security Program or permits violations to occur on/in areas under their control shall be subject to fines by the Airport Manager according to the schedule of fines set forth in Exhibit A. Fines not remitted within 30 calendar days from the date of issue shall increase by a factor of two; fines not remitted within 90 days of the date of issue shall increase by a factor of three.
- **Airport Employees:** An Airport Employee's Airport-issued identification badge may be suspended during the period of time when an investigation into an incident is taking place. Payment of any subsequent fines shall be required to reinstate the badge. Failure to pay fines may result in the permanent revocation of the employee's Airport-issued identification badge and loss of access privileges.

- Concessionaires, Contractors, Tenants and Vendors: fines shall be regarded as additional rent, fees or contract back charges as the case may be and shall be enforced in the same manner and to the same extent as nonpayment of rent and fees under the lease or concession agreement or back charge against retainage, default or other remedy under contract.

3.1.9 APPEAL PROCESS

Any Company or individual may appeal any civil enforcement under section 3.1.8 by following the steps below.

STEP #1 Appeal violation in writing to the Airport Manager. The Airport Manager may rescind the violation if additional information presented establishes innocence. A decision will be made within three working days. If the Airport Manager is unavailable, an appeal may be initiated at Step 2.

STEP #2 If not satisfied with the outcome of Step 1 appeal, an appeal may be brought to the Airport Advisory Board. The appeal should be presented in writing. The Advisory Board typically meets once every month and appeals should be submitted by the end of the preceding month. This step in the appeal process is final.

3.2 PERSONAL CONDUCT

3.2.1 COMPLIANCE WITH SIGNS

All persons shall observe and obey all posted signs, fences, doors, and barricades prohibiting entry into specified areas or governing the activities and demeanor of the public while on the Airport.

3.2.2 TRESPASSING

Any person or persons who fail to leave the Airport, or a specified area thereof; or any person or persons who knowingly or willingly violate these Rules and Regulations, or who refuse to comply therewith after proper request to do so by the Airport Manager, shall be regarded as trespassing and shall be subject to removal from and denial of access to the Airport for such period of time as may be specified by the Airport Manager.

1. No person(s), singly or in association with others, shall by their conduct or by congregating with others prevent any person or persons lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other person or persons lawfully entitled thereto from passage from place to place, or through entrances, exits, or passageways on the Airport.
2. It shall be unlawful for any person to remain in or on any public area, place, or facility at the Airport in such a manner as to hinder or impede the orderly passage in or through or the normal or the customary use of such area, place, or facility by persons or vehicles entitled to such passage or use.
3. A person shall not trespass upon the area within the boundary of an approved or licensed airport, landing field, or other aeronautical facility, or operate or cause to be operated a

vehicle or device, or conduct an activity upon or across a licensed airport, landing field, or other aeronautical facility, unless that operation or activity is authorized by the Airport Manager.

3.2.3 PRESERVATION OF PROPERTY

No person may destroy, injure, deface, or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn, or other property on the Airport. Any person causing or being responsible for such actions will immediately report such event to the Airport Manager. Failure to report such incidents may result in an assessed penalty.

3.2.4 PUBLIC SAFETY

No person shall adversely affect, or endanger the health or safety of the public or employees of the Airport.

3.2.5 VISITOR CONTROL AT DELTA COUNTY AIRPORT

3.2.5.1 Purpose, Intent and Requirements

The purpose herein is to protect the public health, safety and other interests and to foster and promote the operation of the Airport in a safe efficient manner.

3.2.5.2 Implementation and Application

The provisions of this chapter shall be implemented and enforced by the DCA and/or its appointed representatives.

3.2.5.3 Statement of Policy

The Airport is public property. It is policy of the DCA to permit visitors to the airport the greatest freedom of access possible provided that such access does not conflict with aeronautical or other activity and further provided that such access will not pose a danger or threat to the safety and well-being of such visitor or other person.

3.2.5.4 Areas of Unrestricted Access

Visitors shall have access to all public use vehicle parking lots and access roads between such vehicle parking lots and public roads and highways while on foot or within motor vehicles, unless such parking lots or access roads are signed or otherwise posted by the DCA pursuant to its authority. Visitors not in or on motor vehicles shall have access to all paved walkways between such parking lots and buildings of operators or tenants unless such walkways are similarly posted by the DCA. Visitors shall have access to waiting areas and public access areas of the terminal building and/or customer lounges of operator/tenants during hours when such buildings are open to the public.

3.2.5.5 Areas of Limited Access

The DCA may, from time to time, designate portions of the Airport for such non-aviation activities at public parks, picnic areas, and observation areas. Visitors are permitted within the defined limits of these areas.

3.2.5.6 Areas of Restricted Access

No visitor shall be allowed access to any of the following areas of the airport, unless accompanied by an authorized representative of the DCA, until they have received a standard safety briefing from an authorized representative of the DCA. Compliance with this provision, and understanding of the limitations and restrictions associated with access, shall be evidence by the visitor's signature in a registry maintained for this purpose.

- Runways
- Taxiways
- Aircraft Parking Aprons
- Hangars
- Service Roads
- Unimproved or grass areas bounded by any of the above
- Any area signed or otherwise posted by the DCA

A permitted exception to this section shall be aircraft passengers while embarking or debarking from aircraft. Such passengers are permitted on aircraft parking aprons within marked pedestrian walkways and on paved walkways between aircraft parking aprons and improvements or buildings of operators or tenants.

3.2.5.7 Violations

Any person(s) violating the provisions of this chapter shall be fined not less than \$100.00 or more than \$1,000.00 for each violation.

3.3 SECURITY

The following provisions govern Airport Security at the Delta County Airport. The Commission has overall responsibility for security at the Airport as described in TSR Part 1542 and further defined in the Airport's approved Airport Security Program. TSA directed security enhancements or measures as implemented by the Airport may supersede these Rules and Regulations. The Commission reserves the right to deny, suspend or revoke the Airport-issued access control cards of any individual when, in the sole opinion of the Commission, that person poses a security threat.

3.3.1 SECURITY COMPLIANCE

Each Airport Tenant shall be responsible for the security of its leased/assigned premises, its employees and compliance with other applicable programs and procedures.

Each Airport Tenant shall be responsible for reimbursing the Commission any fines levied against the Commission by the TSA as a result of their failure or their employee's failure to comply with the provisions of the Airport Security Program.

All Airport Employees, Tenants, Vendors and Contractors shall comply with the provisions of this document. This will ensure security awareness in compliance with provisions of the Airport Security Program.

Any fines resulting from a violation of the Airport's Rules and Regulations not attributable to an individual employee shall be assessed to the appropriate Tenant, Vendor, or Contractor.

No person may make, or cause to be made, any of the following:

1. Any fraudulent or intentionally false statement in any application for any access or identification medium.
2. Any fraudulent or intentionally false entry in any record or report that is kept, made, or used to show compliance with the Airport Security Program.
3. Any reproduction or alteration, for fraudulent purposes, of any access or identification medium issued by the Commission.

No person may:

1. Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, the system, measure, or procedure of the Airport Security Program.
2. Enter or be present within a secured area, AOA, SIDA or sterile area without complying with the systems, measures or procedures being applied to control access to, or presence of or movement in such areas.
3. Use, allow to be used, or cause to be used, any Airport-issued or Airport- approved access cards that authorizes the access, presence, or movement of persons or vehicles in secured areas, AOAs, or SIDAs in any other manner than for which it was issued.

It is a violation for any person to open or leave open, unlock or leave unlocked or leave unattended any perimeter security gate/door as described in the Airport Security Program, except when the gate/door is operated in compliance with the provisions of the Airport Security Program.

Each individual/employee is responsible for their Airport issued access control card. In the event a card is lost or stolen, the employee shall IMMEDIATELY report such to the Airport Manager. If an individual/employee losses their Airport issued access control card they shall be required to pay a lost card fee, in addition to fees associated with the replacement of that card.

It is a violation of any person to operate a vehicle (motorized or other) which is not identified in compliance with the Airport Security Program.

3.4 PARKING AND VEHICLE OPERATIONS

3.4.1 PUBLIC PARKING

1. No person shall park or leave standing any vehicle, whether occupied or not, on Airport premises except within designated parking areas and then only in accordance with regulations governing the use of said areas.
2. No person shall double park any vehicle in any area.
3. No person shall park or leave any vehicle within areas designated as passenger loading and unloading zones other than while actually boarding or discharging persons or freight from the motor vehicle.
4. No person shall park, stop or leave standing any vehicle of any type, except within areas designated for the particular type of vehicle involved and then only in accordance with the posted regulations relating to the area and type of vehicle.
5. No person shall park a vehicle in excess of 60 days in the Long Term or 30 days in the Short Term Airport Parking Facilities. Vehicles parked in excess of the number of days mentioned herein are subject to tow or impound.
6. No person shall park any vehicle in such a manner that the vehicle shall not be entirely within one stall as designated by the lines or marks on the pavement. Persons using two or more parking spaces shall compensate the Commission according to the number of spaces used.

3.4.2 ENFORCEMENT OF VEHICLE PARKING

1. Airport Law Enforcement Officers are authorized to immediately tow any vehicle parked in such a manner as to obstruct Airport vehicular traffic or such that it disrupts the orderly flow of pedestrian traffic.
2. A vehicle towed under this section shall be transported to a location for subsequent retrieval by the owner(s) thereof.
3. The owner of any vehicle parked at the Airport shall be deemed to have consented to pay the cost of removal and storage of the vehicle when the same is parked contrary to the provisions of this regulation.

3.4.3 EMPLOYEE PARKING

1. Parking is provided to airport-based employees. Parking for non-based crewmembers of Tenant airlines and their affiliates may be provided at the discretion of the Tenant manager and the Airport Manager. Failure to comply with the use of the assigned parking area may result in the loss of parking privileges and/or loss of the Airport-issued identification badge or Airport-issued parking card.

2. Employee automobile parking permits or decals will be issued only to persons authorized by the Airport Manager and will be valid only when used by the person to whom it was issued and while that person is an employee of an Airport Tenant.
3. The Airport Manager is authorized to determine the period of time that any particular employee parking permit or decal will be valid and the fee to be required.
4. Lost, stolen, or unserviceable parking permits will be replaced at the employee's expense.
5. Employees utilizing parking permits will display, in the lower left-hand corner of the vehicle windshield, a numbered airport decal in serviceable condition. Parking permits are the property of the Commission and must be surrendered upon termination of parking privileges or upon sale or transfer of the vehicle.
6. Employees shall park only in the areas designated for employee parking by the Airport Manager. Employees are not allowed to park in the parking structure even if they are willing to pay the parking fee unless using the structure for personal use.
7. Employees shall comply with any additional parking lot procedures and regulations promulgated by the Airport Manager.
8. No person shall park a vehicle in excess of 30 days in the Airport Employee Parking Lot. Vehicles parked in excess of 30 days are subject to tow and impound. The Airport Employee will be responsible for all associated fees.

3.4.4 VEHICLE OPERATING REQUIREMENTS

Any person operating a motor vehicle on the Airport must possess a valid motor vehicle driver's license. Any person that has been granted Movement Area or Non-movement Area driving privileges must immediately inform the Airport upon having their motor vehicle driver's license suspended or revoked and refrain from driving on the Airport until otherwise allowed by the Airport Manager. It shall be unlawful and in violation of these Rules and Regulations for any person to knowingly:

1. Fail to comply with any lawful order or direction of any police officer invested by law with authority to direct, control or regulate traffic.
2. Violate established programs controlling the operation of vehicles on the AOA or any other portion of the Airport. Vehicles operated on any portion of the AOA will also be identified and controlled in compliance with the Airport Security Program.
3. Operate any vehicle other than an aircraft on the movement area of the Airport without using an Airport Manager approved light. Vehicles accompanied by an approved escort vehicle with an Airport Manager approved light shall be exempt from application of this subsection.
4. Clean or make repairs to vehicles on the Airport, except those vehicles owned and operated by a Tenant. All cleaning and repair of vehicles approved by the Airport Manager shall be

performed in designated areas meeting Federal, State and local laws and regulations covering vehicle cleaning and repair activities.

5. Operate a vehicle on the AOA without a functioning exhaust system.
6. Operate a vehicle on the AOA without fully functioning emergency brakes, taillights and, during the hours between one half hour before sunset and one half hour after sunrise and during other times when visibility is less than 3 miles, headlights. If the vehicle's lights are inoperative, the vehicle shall not be operated during the above time period until repairs are completed.
7. Operate a vehicle on the Non-movement Area without a "D" or "M" designation on their airport issued identification badge. Vehicles accompanied by an approved escort vehicle shall be exempt from this requirement.
8. Operate a vehicle on the Movement Area without prior approval from the Airport Manager and following proper guidelines.
9. Fail to maintain ground equipment free from leakage of engine fluids, excessive discharge of exhaust gasses, and excessive noise. If any of the above conditions exist, the vehicle shall be repaired in a timely manner. The Airport Manager may order the equipment out of service until necessary repairs are completed.
10. Operate a vehicle in excess of 20 mph on the ramp and 15 mph within 50 feet of an aircraft or building.
11. Fail to give aircraft and pedestrians the right of way over vehicles on the AOA.
12. Operate any vehicle between an aircraft and a gate or under a passenger loading bridge.
13. Park a vehicle near any aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of an emergency.
14. Park a vehicle or equipment in such a manner as to restrict the safe and efficient movement of other motorized ground equipment or aircraft on any portion of the AOA.
15. Park a vehicle or equipment in an area that is not approved by the Airport Manager for such parking.
16. Park vehicles or equipment not related to baggage handling in the baggage makeup area.
17. Use studded tires or chains on any paved Airport surface.

3.4.5 ACCIDENTS

All persons involved in an accident on the Airport shall report to an Airport Law Enforcement Officer or in the event of an aircraft related incident report to the Airport Manager, as soon after the accident as possible, furnishing their names, addresses, and any other required information.

The individual concerned is responsible for making such additional reports as may be required by Federal, State and local laws and regulations.

3.5 COMMERCIAL GROUND TRANSPORTATION

1. No Commercial Transporter, unless authorized by the Airport Manager may use the facilities of the Airport for soliciting for the transportation of passengers from the Airport unless the transportation has been prearranged by the passenger.
2. Compliance with Federal, State and Local Laws and Ordinances: No Commercial Transport vehicle shall be operated in violation of traffic ordinances established by Federal, State and local laws or ordinances, nor in any event without proper regard for the public safety and welfare.
3. Compliance with Rules and Regulations: No Commercial Transport vehicle shall be operated in violation of the Rules and Regulations
4. Compliance with Federal, State and Local Licensing Regulations: No Commercial Transport vehicle shall be operated on the property of the Airport until such vehicle has been registered in accordance with all appropriate requirements of Federal, State and local laws or ordinances and all proper licenses have been obtained therefore.
5. Vehicles Subject to Inspection: The Airport Manager or their designee shall have the right at any time (upon display of proper identification) to enter into or upon any Commercial Transport vehicle for the purpose of determining that all the provisions of these Rules and Regulations are being properly adhered to. After such inspection, any vehicle found to be unsuitable in accordance with provisions as set forth in these Rules and Regulations may be immediately barred from Airport property by the Airport Manager.
6. Commercial Loading/Unloading Zones: Upon entry onto Airport property without passengers or after discharging passengers at the airport terminal, each Commercial Transport vehicle shall proceed to the proper parking area designated by the Airport Manager or leave the Airport property.
7. Loading and Unloading: Commercial Transport vehicles authorized to operate on the property of the Airport shall use only the commercial loading/unloading areas designated by the Airport Manager for such purpose. Use of the commercial loading/unloading areas shall be in accordance with any regulations set forth by the Airport Manager.
8. Ground transportation concessionaire's transporters shall remain in queue while in the taxicab hold area and proceed to the taxicab loading zone on a "first-in/first-out" basis. The taxicab in position to be loaded may not refuse a properly presented fare. Taxicabs in the taxicab loading zone that have been hired for an incoming fare which has not arrived must proceed out of the taxicab loading zone to the nearest open space within the passenger loading/unloading zone.
9. Soliciting: No person may solicit passengers or fares on the property of the Airport except as allowed under these Rules and Regulations.

10. Vehicle Appearance and Condition: All Commercial Transporter Vehicles must conform to a standard of cleanliness established by the Airport Manager.
11. The exterior of Commercial Transport Vehicles shall be maintained in a clean, undamaged condition and present a favorable appearance. Exterior of Commercial Transport Vehicles shall include body paint, all glass, hubcaps, head and tail lights, grills, bumpers and body trim. Commercial Transport Vehicles that have been damaged and can be driven safely in accordance with State law and without reduction to the customers' comfort shall be given a 3 week grace period to perform needed repairs. After such time, the vehicle will be restricted from operating at the airport until proper repairs are made.
 - a. The interior of approved Commercial Transport Vehicles, including the trunk, shall be maintained in a condition so as to be free of grease, dirt and trash. Passengers shall be able to use the seats and trunk of the vehicles without fear of soiling or damaging either their wearing apparel or their luggage. Interior seat fabric must not be ripped, torn or have holes.
 - b. All Commercial Transport Vehicles must be free from leakage of engine fluids, excessive discharge of exhaust gasses and excessive exhaust noise. In addition, all heating and/or air conditioning units must be operational.
 - c. Driver's Appearance: Commercial Transport Vehicle drivers shall be properly attired in a clean shirt or blouse with collar, and slacks or skirts. Drivers shall wear shoes or dress boots with socks (no sandals permitted). Drivers shall be clean shaven or have facial hair neatly trimmed and maintain a well-groomed appearance and sanitary hygiene.
 - d. Driver Conduct: Each driver of a Commercial Transport Vehicle shall remain in their vehicle or immediately adjacent to their vehicle at all times while such vehicle is upon the property of the Airport except for those drivers who get out and leave their vehicle in the queue to use the restroom facilities. Taxicab drivers must remain in their vehicles when in the taxicab hold area and the taxicab loading zone. Nothing in this Section shall be held to prohibit any driver from aligning to a street or sidewalk for the purpose of assisting passengers into or out of their vehicle.
 - e. Each driver of a Commercial Transporter Vehicle shall treat members of the public with the utmost courtesy, at all times. No driver shall solicit patronage in a loud or annoying tone of voice, nor shall any driver annoy any person by any sign, nor shall any driver obstruct the movement of any person.
12. Insurance: Commercial Transporter shall procure and maintain the following insurance coverage limits as required in the Fiscal Insurance Requirement policy adopted by the Commission.

In order to effect a waiver of insurance subrogation rights, to the extent permitted by law, each party its elected and appointed officials, employees and volunteers and others working on its behalf does hereby release the other from liability from any loss or damage to the Leased Space, building, personal property, fixtures and equipment of the other to the extent that such loss is covered, or would be covered if such insurance were in effect, by fire and

extended coverage insurance in the full insurable value of such real or personal property, even though such loss may be due to the negligence or fault of such other party, its agents, representatives or employees. Commercial Transporter's policies of insurance shall contain a clause or endorsement that such release shall not adversely affect or impair such policies or prejudice the right of Commercial Transporter or Commission as additional insured, to recover hereunder. Commercial Transporter must fully indemnify and hold Delta County Airport harmless from any and all claims whatsoever arising out of business operations in accordance with these rules and regulations.

From time to time the Commission may review applicable insurance limits and coverage's and Commercial Transporter agrees to provide insurance as shall then comply with current policy requirements of the Commission.

13. Penalties for Violation: Any driver or Commercial Transporter who violates any provision of these Rules and Regulations shall be subject to penalty as set forth herein. Such driver or transporter shall be subject to such penalty as may be determined by the Airport Manager not to exceed \$1,000.

14. Rental Car Parking:

- a. Rental cars shall park only in spaces designated in the rental car ready lot or designated service facility. The rental car ready lot shall be utilized only by on-airport rental car companies having a contractual relationship with the Commission authorizing the use of said lot.
- b. Rental cars owned by an off-airport rental car company may be parked in areas designated for public parking and shall conform to all regulations applicable to privately owned vehicles.
- c. Any vehicle including any rental car which is parked in a public parking area of the Airport shall be treated as a privately owned vehicle for purposes of determining the applicable parking fee.
- d. Courtesy vehicles operated by off-airport rental companies shall utilize spaces provided by the Airport Manager and shall have no more than one vehicle at the Airport at any one time.

3.6 AIR OPERATIONS AREA

No person shall operate any aircraft to, from, or on the Airport, or service, repair or maintain any aircraft, or conduct any aircraft operations on or from the Airport, except in conformity with all applicable regulations of the FAA, TSA, State of Michigan and Airport Rules and Regulations governing such operations. It shall be the responsibility of all persons, firms, and corporations operating on the Airport to acquaint themselves with and adhere to the Rules and Regulations contained herein at all times.

1. Whenever the Airport Manager believes the condition of the Airport or any part of the Airport to be unsafe for Aeronautical Activity, the Airport Manager has the authority to close the Airport or any part thereof.

2. The Airport Manager may delay or otherwise restrict any flight activity or other operation of any aircraft at the Airport for reasons related to the public health, safety or welfare. This includes, but is not limited to, the following types of specialized Aeronautical Activity: ultralights, balloons, gliders, skydiving or banner towing.
3. No air meets, air shows, aerial demonstrations or other special activities shall be held at the Airport or above any lands owned by Delta County Airport unless advance written permission is obtained from the Airport Manager.
4. All air carriers using the terminal shall load/unload passenger from aircraft gate positions unless prior approval is obtained from the Airport Manager.
5. Tenants shall monitor and control their passenger ramp loading/unloading activities to ensure passenger safety at all times.
6. All aircraft utilizing aircraft gate positions must be parked in accordance with parking position markings unless prior approval is obtained from the Airport Manager.
7. General aviation aircraft may not use the air carrier ramp (main airline terminal) or facilities unless authorized by the Airport Manager.
8. Supplemental Parking: Requests for parking unscheduled aircraft on non-leased areas must be made in advance by calling the Airport Manager. Such requests shall be granted on a first come, first served basis.
9. Disabled Aircraft: It is the responsibility of the aircraft owner or operator to promptly remove disabled aircraft and parts thereof upon approval from the appropriate governmental authorities. If any person refuses or is unable to move an aircraft or part thereof as directed by the Airport Manager, the aircraft or part may be moved by the Airport Manager at the owner's or operator's expense and without liability on the part of the Commission for damage which may result in the course of or by reason of such moving. The same shall apply to the removal of wrecked or damaged aircraft and parts on any portion of the Airport.
10. Derelict Aircraft: No person shall park or store any aircraft in non-flyable condition on Airport property, including leased premises, for a period in excess of 90 days, without written permission from the Airport Manager.
11. Aircraft Accident Reporting: Persons involved in aircraft accidents or incidents which occur on the Airport and which involve Substantial Damage shall make a full report thereof to the Airport Manager as soon after the accident as possible. It shall be a violation of these Rules and Regulations to withhold or deny information to the Airport Manager. Such an infraction will be punishable by a fine or other administrative action deemed appropriate.
12. Towing of Aircraft: The Airport Manager may authorize the towing or otherwise movement of aircraft parked in violation of these Rules and Regulations at the owner's or operator's expense and without liability on the part of the Commission, its officers, employees or agents for damage which may result in a course of or by reason of such moving. All aircraft towing must be done with aircraft running lights on or with a qualified marshal at each wing tip.

Aircraft shall not be parked in a manner that could disrupt or impede other operations, without prior permission from the Airport Manager.

13. No person shall operate any aircraft weighing more than the designated load bearing capacity of any pavement being a part of the Airport premises without permission from the Airport Manager.
14. No Tenant holding a lease for a paved area or operating under a use agreement may permit aircraft or equipment to exceed the weight-bearing capability of any portion of pavement under their control without permission from the Airport Manager.
15. No person shall operate any aircraft contrary to an Airport issued Notice to Airmen (NOTAM) as published by the FAA.
16. Unless otherwise approved by the Airport Manager, no person shall enter any portion of the AOA unless such access is required in order to perform official duties.
17. No person may enter the movement area without approval from the Airport Manager except for aircraft operators.
18. No person shall conduct any snow removal activity on the AOA without prior coordination and approval of the Airport Manager. No person may create an unsafe condition when creating snow piles/ridges.
19. The starting or operating of aircraft engines inside any hangar is prohibited.
20. No person shall use chain or metal cable to tie an aircraft down.
21. No person shall put in motion any aircraft without permission of the owner.
22. No person shall use salt or unapproved deicing material including but not limited to urea, kitty litter, non-aeronautical dry or liquid deicer, etc. on the AOA.

3.6.1 ULTRALIGHT VEHICLES

Ultralights shall be prohibited from operating on or above the Delta County Airport without specific prior approval of the DCA.

3.7 AIRPORT BUSINESS AND COMMERCIAL OPERATIONS

It shall be unlawful and a violation of these Rules and Regulations for any person or entity:

1. To engage in any Commercial Activity or service on the premises of the Airport without first obtaining an Agreement from the Commission.
2. To engage in any Commercial Activity not specifically authorized by Agreement with the Airport.
3. To violate Airport Minimum Standards for any aeronautical or service activity.

4. To solicit for any purpose, at the Airport, in any manner unless such solicitation is approved pursuant to a written Agreement with the Commission.
5. To post, distribute or display signs, advertisements or distribute circulars except pursuant to conditions of an agreement with the Commission.

3.8 FIRST AMENDMENT RIGHTS ACTIVITIES

3.8.1 PURPOSE

These Rules and Regulations shall apply to all First Amendment activities which includes Picketing, Leafletting and Solicitation conducted on any area of the Airport. The Airport is a security-sensitive environment, designed and used as an air transportation facility. The Airport is neither designed nor intended as a public forum for First Amendment activities. Such activities will only be permitted in or upon the Public Areas of the Airport, in areas designated by the Airport Manager and in the manner prescribed by these Rules and Regulations, and by the Airport Manager.

These Rules and Regulations will be enforced in a content-neutral manner without regard to either the identity of the person or organization seeking to engage in First Amendment activities or the viewpoint of the message sought to be communicated.

These provisions are adopted in order to maintain and enhance the efficient operation of the Airport for the following purposes:

1. To ensure the free and orderly flow of pedestrian traffic through the Airport premises and to ensure the efficient functioning of Airport operations and services by avoiding congestion, operational disruptions, duress and disturbance to passengers, patrons, concessionaires and tenants.
2. To ensure that the security of the Airport is properly maintained.
3. To protect persons using the Airport from fraud, deceptive practices, harassment, intimidation, interruption and inconvenience.
4. To protect the business operations of Airport Concessionaires and Tenants.
5. To ensure a reasonable balance between persons wishing to exercise constitutional freedoms, commercial Tenants and Concessionaires, the traveling public and the Airport's orderly and efficient operation.

3.8.2 SOLICITATION

No person shall engage in any solicitation on Airport property unless authorized to do so in writing by the Airport Manager.

3.8.3 GENERAL RESTRICTIONS APPLICABLE TO ALL FIRST AMENDMENT ACTIVITIES

All persons engaged in First Amendment activities at the Airport shall be subject to the following general restrictions:

1. All First Amendment activities on Airport property require a written permit from the Airport Manager. No more than one (1) organization may possess a permit at any given time for a single location. A permit may be issued for a period not exceeding 10 business days.
2. All individuals, groups and organizations shall register with the Airport Manager during normal business hours, not less than 24 hours in advance of conducting activities. Registration shall consist of providing the names, addresses (no post office boxes) and telephone numbers of the persons expected to engage in activities, the dates, times and specific details of the activities and the name, address and telephone number of the group or organization.
3. No person shall conduct such activities within 8 feet of premises leased or assigned to or provided for a Concessionaire or Tenant (such as a restaurant or shop), rest rooms, stairs, elevator, doorways or entranceways, information desk, and not within 16 feet of passenger or baggage screening locations.
4. No person shall conduct such activities upon any street, roadway, drive or parking lot at the Airport.
5. No person shall use sound or voice amplification systems, musical instruments, radio communication systems or other mechanical sound devices.
6. No person shall make a loud noise or shout or speak at a level which disturbs or interferes with the ability of others to hear announcements over the Airport public address system or to transact business at the Airport.
7. No person shall in any way obstruct, delay or interfere with the free movement of any person, nor shall any person assail, coerce, threaten or physically disturb any other person.
8. Parades, drive-by's or congregations of vehicles are prohibited on Airport roadways.
9. No person conducting First Amendment activities shall contact, verbally engage or call the attention of any Airport patron or passenger unless the patron or passenger initiated the contact with the person.
10. No person shall set up any table, chair, stationary rack, vending machine or other structure or use any stationary or wheeled device, with the exception of persons requiring the use of a wheelchair or other disadvantaged related device; provided, that the Airport Manager may authorize a small table, space provided, for a nominal fee.
11. No person shall wear or carry a sign or placard larger than 24" x 28" in size. No signs, placards or other material shall be affixed to the exterior or interior of any building or other appurtenance within the Airport premises without the Airport Manager's approval.
12. All persons conducting First Amendment activities at the Airport agree to indemnify the Commission, its agents and employees, from and against any and all claims and demands by any third parties, whether just or unjust, for personal injuries (including death) or property

damage (including theft or loss) caused by or alleged to be caused by the activities of such person on Airport property.

13. First Amendment activities within Airport Terminal Building:

- a. Picketing or Soliciting anywhere inside the Airport Terminal Building or between the Terminal Building and the Airport Parking Lot is prohibited.
- b. Leafleting activities shall be confined to the areas in the Airport Terminal Building as approved from time to time by the Airport Manager. The Airport Manager is authorized to wholly or partially revoke, restrict or suspend a permit or to temporarily alter the location for conduct under the permit in the event of disruptions to normal activities by construction, cleaning and maintenance activities, peak passenger times, security threats, or emergencies that disrupt the normal operations or threaten the security of the public, including, but not limited to, strikes, aircraft or traffic accidents, riots, civil unrest, power failures or other emergency conditions or circumstances that disrupt the operations of the Airport.
- c. Leafleting shall be conducted in person by not more than two (2) persons from a single group, organization or cause in each location at a time.
- d. Leafleting may only be conducted between the hours of 8:00 AM to 6:00 PM., Monday through Friday when Airport Management personnel are on duty.
- e. At the conclusion of their leafleting, each person shall pick up all discarded leaflets and properly dispose of them or remove them from the premises.

14. First Amendment activities outside the Airport Terminal Building:

- a. First Amendment activities shall be confined to the areas of the Airport described as public sidewalks, as designated by the Airport Manager, other than those immediately in front of or adjacent to the Terminal Building and the Parking lots.
- b. Leafleting and Picketing shall be conducted in person by not more than three (3) persons from a single group, organization or cause in each location at a time.
- c. Leafleting may only be conducted only between the hours of 8:00 AM to 6:00 PM., Monday through Friday when Airport Management personnel are on duty.
- d. At the conclusion of their leafleting, each person shall pick up all discarded leaflets and properly dispose of them or remove them from the premises.

15. If any portion or section of this Chapter shall be declared unconstitutional by a judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions or sections of this Chapter.

3.8.4 INSTALLATION AND DISPLAY OF ADVERTISING AND PROMOTIONAL MATERIAL

The Commission maintains designated areas in the Airport for advertising and promotional displays. Airport Management should be contacted directly regarding available locations and pricing. This Section applies only to contracts for the limited amount of space available for commercial advertising at the Airport. The Commission has different rules for free speech activities as referred to in Sections 3.8.1 – 3.8.3 above.

The regulation of advertising and promotional material at the Airport is intended to: (i) maintain neutrality on religious and political issues; (ii) avoid creating an uncomfortable environment for the travelling public potentially generated by controversial subjects; (iii) avoid the potential for violating the Establishment Clause of the U.S. Constitution, which prohibits a public entity from advancing religion; (iv) prevent a potential reduction in revenue from selling advertising space, because commercial advertisers might be dissuaded from using the same forum used by those wishing to communicate controversial messages.

The following standards shall apply to all contracts for the installation, display and maintenance of advertising and promotional material on properties and facilities operated by the Commission.

1. Permitted Subject Matter: The subject matter of the advertisement or promotional display shall be limited to speech which is within one or more of the following permissible areas:
 - a. Proposes a commercial transaction;
 - b. Proposes the patronage of a commercial business;
 - c. Promotes a commercial industry;
 - d. Promotes economic development; or
 - e. Promotes tourism;
2. Limitations Upon Advertisements: The advertisement or promotional display shall not display anything that:
 - a. Contains a religious or political message;
 - b. Contains false, misleading or deceptive information or information that is libelous;
 - c. Promotes unlawful or illegal goods, services or activities;
 - d. Implies or declares an endorsement by the Commission of any service, product or point of view without the written authorization of the Commission;
 - e. Violates the intellectual property rights of another;
 - f. Contains obscene material or depictions of sexual conduct as those terms are defined in 1984 P.A. 343, as amended;

- g. Contains depictions of nude or semi-nude persons;
 - h. Depicts, by language or graphics, violence or anti-social behavior;
 - i. Promotes an escort service, dating service, or sexually-oriented business;
 - j. Contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, disability or sexual orientation.
3. Severability: If any portion or section of these advertising standards shall be declared unconstitutional by a judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Section 3.8.4

3.8.5 TENANT AND CONCESSIONAIRE ADVERTISING AND PROMOTIONAL DISPLAYS

Airport tenants, concessionaires and operators shall apply in advance to the Airport Manager, or their designee, for permission to use any of its demised or assigned space for advertising or promotional displays of any kind. At a minimum, any such advertising or display shall avoid anything contained in Section 3.8.4 #2 above.

3.9 ENVIRONMENTAL AND SAFETY

3.9.1 NOISE CONTROL PROCEDURES

The Airport Manager requests that aircraft follow voluntary departure and arrival noise abatement procedures.

Maintenance engine run-ups shall only be conducted at locations as authorized by the Airport Manager.

Idle power maintenance engine run-ups are allowed on the ramps.

3.9.2 FLAMMABLE AND EXPLOSIVE MATERIALS

No person, without prior permission from the Airport Manager, shall keep, transport, handle, or store at, in or upon the Airport, any cargo or explosives or other hazardous articles which are barred from lading in, or for transportation by civil aircraft in the United States under Federal, State and local laws and regulations controlling the use or transportation of flammable and/or explosive materials.

Compliance with said laws and regulations shall not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle, or store such explosives or other dangerous articles at, in, or upon the Airport. Advance notice of at least one business day shall be given to the Airport Manager to permit full investigation and clearances for any operation requiring a waiver of this rule.

1. Doping/Spray-Painting/Stripping: The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within any hangar is prohibited. The process of doping shall be carried out as set forth by nationally recognized fire prevention standards and applicable local codes. For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and the storing and handling of materials shall be in accordance with nationally recognized fire prevention standards and City of Escanaba codes.
2. Flammable Gases or Liquids: Gasoline, kerosene, ethyl jet fuel, ether, lubricating oil, or other flammable gases or liquids, including those used in connection with the process of "doping" shall be stored in accordance with the applicable codes, standards, and recommended practices of nationally recognized fire prevention standards. Buildings shall be provided with suitable fire appliances and first aid equipment.
3. Use of Cleaning Fluids: Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100° F shall be used and special precautions shall be taken to eliminate ignition sources in accordance with nationally recognized fire prevention standards. Cleaning processes that emit odors affecting the terminal building are not allowed.

3.9.3 FUELING/DE-FUELING OPERATIONS

1. Normal Operations: Guidelines, as established by nationally recognized fire prevention standards and Federal, State, and local authorities, including Spill Prevention, Control, and Countermeasures (SPCC) regulations shall be followed.
2. Prohibited Operations: No aircraft shall be fueled or de-fueled while inside any building or structure. No aircraft shall be fueled or de-fueled while one or more of its engines are running or while combustion heaters (e.g. wing and tail surface heaters, integral cabin heaters) are operating except under the following conditions:

If an aircraft auxiliary power unit has failed on a jet aircraft and a suitable ground power unit is not available, a jet engine mounted at the rear of the aircraft or on the wing on the side opposite the fueling point may be operated during fueling operations to provide power provided that the aircraft is not parked within 50 feet of any other aircraft, building, hangar, concourse or passenger loading bridge.

3. All persons, Tenants, employees, and agencies involved in fueling operations shall abide by the following:
 - a. Fuel trucks shall not be parked within 50 feet of any aircraft, fuel storage facility, or building unless they are engaged in a fueling or defueling operation. This prohibition shall not apply to the repair of such equipment. In such cases, the fuel truck shall be electrically grounded upon entering the building.
 - b. Fuel trucks, whether loaded or empty, shall never be operated or parked within a distance of 10 feet of another fuel truck and shall be chocked when stationary.

- c. No aircraft shall be fueled or de-fueled while passengers are on board unless such activity is allowed by the aircraft operator and all safety provisions adopted by the operator for such activity are adhered to.
- d. No fuel vehicle shall be backed within 20 feet of an aircraft unless a person is posted to assist or guide, or cones are placed for guidance.
- e. No person shall engage in aircraft fueling or de-fueling operations without adequate fire extinguishing equipment readily accessible at the point of fueling.
- f. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft, unless directed to do so by the Airport Manager.
- g. No person shall operate a radio transmitter, receiver, cell phone or two-way pager while an aircraft is being fueled or defueled unless authorized to do so by the Airport Manager.
- h. Except for passengers, no person other than persons engaged in the fueling, servicing, and operation of an aircraft shall be permitted within 100 feet of such aircraft during fueling or de-fueling.
- i. Fueling and de-fueling operations shall conform to the standards, and regulations set forth in the Commission's Storm Water Pollution Prevention Plan (SWPPP) and shall conform to all required secondary containment Rules and Regulations.
- j. Fueling or de-fueling operations shall not be conducted when lightning is occurring within 5 miles or less of the Airport.
- k. Aircraft fuel servicing personnel shall not carry lighters or matches on their person while performing fuel servicing operations.
- l. Aircraft and motor vehicles shall be fueled on the Airport only at locations and with equipment approved by the Airport Manager.
- m. A fueling agent shall not permit any employee or agent to fuel/defuel and aircraft unsupervised unless he/she has first completed an FAA approved training program in acceptable fueling procedures, fire extinguishing procedures and procedures to summon the Airport Fire Department. Certification that each fueler has received this training shall be in compliance with the Commission's Handling and Storage of Hazardous Substances and Materials Policies and Procedures.
- n. Handling and storage of fuel shall be conducted in accordance with the Commission's Handling and Storage of Hazardous Substances and Materials policies and procedures.
- o. All spills greater than 49 gallons, and any spill that enters a storm sewer or designated waters of the State, shall be immediately reported to the MDEQ at 1-800-292-4706. All appropriate and necessary response actions to contain and collect spilled materials shall

be taken. All reporting requirements per Local, State and Federal requirements must be complied with.

- p. Each Class II and Class III fuel spill shall be investigated by the manager of the Tenant fueling agent involved in the spill to determine whether standard operating procedures were properly carried out, and what corrective measures are required. A copy of the investigation report must be sent to the Aircraft Rescue Firefighting Chief.
- q. A Tenant shall be responsible for the clean-up and disposal of any hazardous waste in accordance with the Commission's Handling and Storage of Hazardous Materials Policies and Procedures.

3.9.4 SMOKING

1. Smoking or carrying lighted smoking materials, striking matches or other lighting devices shall not be permitted anywhere on the AOA, or in any hangars, shops, buildings, or other areas in which flammable liquids are stored or used except in cases where specific smoking areas have been designated by the Airport Manager for that purpose. It shall be unlawful and in violation of this subsection to light or carry lighted smoking materials inside any ground vehicle anywhere on the AOA. Smoking also includes the use of electronic cigarettes and personal vaporizers.
2. Smoking within any portion of the terminal building or within 10 feet of entrances, windows, and ventilation systems is prohibited.

Any person violating this subsection shall be subject to a warning. Upon being warned, the individual shall extinguish the smoking materials or leave the premises. If the individual refuses to either leave the premises or to extinguish smoking materials, he or she shall be subject to a fine.

3.9.5 OPEN FLAME OPERATIONS

No person shall conduct any gas or open flame operations, including gas or charcoal grills, on the AOA or in any building unless specifically approved by the Airport Manager.

3.9.6 LEASEHOLD/ASSIGNED SPACE HOUSEKEEPING

All persons occupying space at the Airport shall keep the space allotted to them policed, free from rubbish or accumulation of any material, and in a sanitary & slightly condition. All floors shall be kept clean and free from fuel and oil. The use of volatile or flammable solvents for cleaning floors is prohibited. Metal receptacles with self-extinguishing covers shall be used for the storage of oily waste rags and similar material. Persons occupying space shall remove the contents of the receptacles daily. Drip pans shall be placed under leaks as necessary. Clothes lockers shall be constructed of metal or fire-resistant material. No Tenant, Grantee, Concessionaire, or agent thereof doing business on the Airport may:

1. Keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport.

2. Dispose of any fill, building materials, receptacles or discarded or waste materials on Airport property except as approved in writing by the Airport Manager. No liquids shall be placed or dumped into Airport property storm drains or the sanitary sewer system at the Airport that will damage such drains or system or will result in water pollution upon having passed through such drain or system.
3. Store property or equipment not normally used for flight operations or other aviation activities. Storage of property or equipment of a non-aviation nature must be provided for by written permission from the Commission.
4. Keep derelict equipment on the Airport. Persons or Tenants responsible for derelict equipment are subject to recurrent and compounding fines plus any costs incurred by the Commission for the removal and disposal of such equipment.
5. Spill any solid or liquid material at the Airport. In such event, it shall immediately be cleaned up by the person responsible for such spillage, and disposed of properly.
6. Cause unnecessarily or unreasonably any smoke, dust, fumes, gaseous matter or any other matter to be emitted into the atmosphere or carried by the atmosphere.
7. Operate an uncovered vehicle to haul trash, dirt or any other material on the Airport without prior permission of the Airport Manager.
8. Dispose of garbage, papers, refuse or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.
9. Dump or dispose of materials other than storm water into the Airport's storm water drainage system.

If a tenant, grantee, or concessionaire fails to keep and maintain the premises and improvements in good condition and repair, reasonable wear and use excepted, and in a sanitary and sightly condition for a period of 30 days after written notice from the Airport Manager to do so, the Airport Manager, upon the expiration of such 30 day period, may, but shall not be obligated to, enter upon the premises involved and perform the obligation of the Tenant, Grantee or Concessionaire. The Tenant, Grantee or Concessionaire will be charged the reasonable cost and expense thereof. If such Tenant, Grantee or Concessionaire's failure to perform any such obligation adversely affects or endangers the health or safety of the public or of employees at the Airport, the Airport Manager may, but shall not be obligated to, perform such obligation at any time with or without prior notice, and charge to the Tenant, Grantee or Concessionaire the reasonable cost and expense plus any reasonable administrative costs of such performance. The Tenant Grantee or Concessionaire agrees to pay the Commission such charge in addition to any other amounts payable. In the event the Airport Manager deems it necessary to enter and repair without providing prior notice, the Airport Manager will provide notice to the Tenant, Grantee, or Concessionaire as soon as practicable after such entry and repair.

It is further stipulated that if the Airport Manager shall perform any of the Tenant, Grantee, or Concessionaire obligations in accordance with provisions of this subsection, the Airport

Manager, or any affiliates or associates therein shall not be liable to the Tenant, Grantee or Concessionaire for any loss of revenue to it resulting from such performance.

3.9.7 FIRE EXTINGUISHERS

Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than fire fighting or fire prevention. All such equipment shall be maintained in accordance with applicable standards. Tags showing the date of the last inspection shall be attached to each unit or records acceptable to fire underwriters shall be kept showing the status of such equipment.

All Tenants or Grantees of hangars, aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least two 20 BC dry chemical fire extinguishers, one located on each side of the vehicle.

Terminal tenants shall provide and maintain (at their sole expense) hand fire extinguishers for the interior of all exclusive lease areas in accordance with applicable safety codes and National Fire Protection Association Standards.

3.9.8 POWDER ACTIVATED TOOLS

No person shall use powder or explosive cartridge activated tools or fastening devices anywhere on the Airport without prior approval of the Airport Manager.

3.9.9 HEATED HANGARS

Heating in any hangar shall only be through or by approved systems or devices as listed by the Underwriters Laboratories, Inc. as suitable for use in aircraft hangars and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc. and in compliance with applicable Federal, State and local codes.

3.9.10 AIRCRAFT REPAIRS

Unless authorized by the Airport Manager, no person shall repair an aircraft or aircraft engine, propeller, or other aircraft apparatus in any area of the Airport other than those areas specifically designed for such repairs, except that minor adjustments or repairs may be made while the aircraft is at an aircraft parking position. No person shall repair or cause repairs to be made to any aircraft, aircraft engine, propeller or other aircraft apparatus by any person on the Airport other than those specifically approved to conduct such operations through written agreement or authorization of the Airport Manager.

3.9.11 FIREARMS AND WEAPONS

No person, except those persons authorized to do so under Michigan Law and Federal Regulations, may carry or transport any firearm or weapon on the Airport except when such firearm or weapon is properly encased for shipment and not in the individual's immediate possession. The Commission reserves the right to restrict the carrying of firearms and weapons by contract security or Tenant security personnel on the Airport.

1. Conditions Governing Use: No person shall discharge any firearm or weapon on the Airport except in the performance of official duties requiring the discharge thereof.
2. The carrying of a firearm or weapon on the Airport must be in compliance with all applicable Federal, State, and local regulations.

3.9.12 ANIMALS

Prohibitions:

1. No person other than in conduct of an official or permitted act shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.
2. No person shall feed or do any other act to encourage the congregation of birds or other animals on the Airport, unless authorized to do so by the Airport Manager.
3. No person shall bring into the Airport Terminal Building any animal that is not appropriately caged with the exception of service animals. While in the terminal, all animals, with the exception of service animals, shall remain caged.

3.9.13 FUEL STORAGE TANKS

1. No Tenant or other person shall install, maintain, or permit to be installed or maintained fuel storage tanks on the Airport without the express written approval of the Airport Manager. All approved tanks must be installed and maintained in accordance with all Federal, State and local laws, regulations and ordinances. All fuel storage tanks on the Airport must be registered with the appropriate governing body(s). A current copy of each fuel storage tank registration, copies of the Michigan Class A and Class B Underground Storage Tank (UST) System Operators picture certifications, and copies of the proof of financial responsibility (insurance forms are acceptable) must be provided to the Commission.
2. No Tenant or other person shall operate fuel dispensing equipment without receiving Class C Operator training. Pursuant to Federal, State, and Local regulations all users of UST fuel dispensing facilities must be trained by a Class A/B Operator prior to using these facilities and/or equipment in order to meet the Class C Operator training criteria.

3.9.14 ENVIRONMENTAL REGULATIONS

1. Airport Manager's Consent Required: No person shall cause or permit any Hazardous or Significant Materials, as defined in the Definitions Section, to be stored or used on or about the Airport, except in compliance with Environmental Laws as described below and as permitted in writing by the Airport Manager.
2. Compliance with Environmental Laws: Persons shall at all times and in all respects comply with all local, State, and Federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage,

disposal, or transportation of Hazardous and Significant Materials on, about or from the Airport (collectively "Environmental Laws").

3. Hazardous and Significant Materials Storage and Handling: All persons shall, at their own expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory requirements or approvals required for their activities or use of the Airport, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the premises. Except for permitted discharges into the sanitary sewer, persons shall cause any and all Hazardous and Significant Materials removed from the premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Persons shall in all respects handle, store, treat and manage any and all Hazardous and Significant Materials on or about the Airport in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous and Significant Materials. Upon the expiration or earlier termination of the term of any lease/sublease, operating agreement or permit, the user shall cause all Hazardous and Significant Materials to be removed from the Airport and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that such person shall not take any remedial action in response to the presence of any Hazardous or Significant Materials in or about the premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous or Significant Materials in any way connected with the premises without first notifying the Airport Manager of the person's intention to do so and affording the Airport Manager ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Commission's interest with respect thereto.
4. Notices: If at any time any person shall become aware, or have reasonable cause to believe, that any Hazardous or Significant Material has come to be located on or about the Airport in violation or potential violation of Environmental Laws, he shall, immediately upon discovering such presence or suspected presence of the Hazardous or Significant Material, provide the Airport Manager with written notice of that condition. In addition, such person shall immediately notify the Airport Manager in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened against the person or the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous or Significant Materials, and (3) any reports made to any local, State, or Federal environmental agency arising out of or in connection with any Hazardous or Significant Materials on or removed from the Airport, including any complaints, notices, warnings, or asserted violations in connection therewith. Such person shall also supply to the Airport Manager as promptly as possible, and in any event within 5 business days after the person first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Airport or the person's use thereof. Such person shall promptly deliver to the Airport Manager copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous and Significant Materials removed from the Airport.

5. Indemnification: All persons shall indemnify, defend and hold harmless the Commission and the Commission, including their agents, officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Airport or any property whatsoever, arising from or caused by the person's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in any lease/sublease, operating agreement or permit. Such person's obligations under this section shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should the Airport Manager have a reasonable basis to believe that such person has caused the presence of Hazardous or Significant Materials in violation of Environmental Laws and such person fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from such person's violation of Environmental Laws. Such person's obligations under this section shall survive the expiration or earlier termination of the term of any lease/sublease, operating agreement or permit.
6. Inspection: The Airport Manager, at their sole discretion, shall have the right to enter and inspect any premises on the Airport, including a person's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of such person's business, to investigate the presence or potential presence of Hazardous or Significant Materials on the premises in violation of Environmental Laws. During such inspection, the Airport Manager shall have the right to visually inspect the premises and to take such soil, sludge or groundwater samples and conduct such tests as they may determine, in their sole discretion, to be necessary or advisable. The Commission shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous or Significant Materials on or about the premises is in violation of Environmental Laws and such violation was caused by the user, then such person shall fully reimburse the Commission for such expenses within 10 days of receiving the Airport Manager's written request for reimbursement.
7. NPDES Permit: All persons are on notice that the Commission holds a National Pollutant Discharge Elimination System ("NPDES") permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management practices (BMPs) with regard to the use of anti-icing and deicing materials (collectively "Deicing Materials") and the collection of storm water containing Deicing Materials. The BMPs are described in the Commission's Storm Water Pollution Prevention Plan (SWPPP). The Permit and the Plan are incorporated by reference into these Rules and Regulations as if printed in their entirety herein.

8. Tenants shall continuously monitor and control the loading, unloading, or transfer of fuel, glycol, or any other hazardous or significant material on the Airport
9. Washing of aircraft is prohibited on any ramp. Washing must be done in an aircraft hangar that has a drainage system that will prevent contaminants from entering the storm water system in compliance with the current NPDES storm water permit, and BMP program.
10. No fuel, grease, oil, dopes, paints, solvents, acids, flammable liquids or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary or storm drain system, or onto any other portion of the Airport.
11. No person shall use salt or unapproved deicing material including but not limited to urea, kitty litter, non-aeronautical dry or liquid deicer, etc. on the AOA.
12. De-icing: All de-icing activities shall only be conducted at locations approved by the Airport Manager. All de-icing spills are to be properly contained, cleaned up, and disposed of. Large uncontrolled spills or any spills that reach an Airport storm drain shall be immediately reported to the Airport Manager. No person shall conduct de-icing operations until they have received training regarding company/tenant spill response procedures and best management practices.
13. Tenants shall inspect all the new or used liquid storage or transport/delivery equipment for defects or damage (tanks, hoses, pipes, connections, fittings, nozzles, etc.) which may allow leaking of materials. Inspections shall occur immediately upon receiving each new or used piece of equipment. Should the tenant not be able to inspect the equipment immediately the tenant shall ensure that the equipment has appropriate containment until the equipment can immediately be inspected. Tenants shall not accept delivery of new or used equipment with liquid in the tanks. This equipment shall arrive on site empty and stay empty until an inspection has been completed and all necessary corrections have been made to ensure the equipment will function properly without leaking any liquids. Tenants shall notify the Airport Manager of delivery of all new or used liquid storage of all new or used liquid storage and transport/delivery equipment. Tenants shall be responsible for any equipment leaks and pay all fines issued as a result of equipment leaks.

3.10 GENERAL PROVISIONS

3.10.1 LIMITED LIABILITY

The Delta County Board of Commissioners will not be responsible for, nor assumes any liability for loss, injury, or damage to persons or property on the Airport or using Airport facilities.

3.10.2 CONSTRUCTION ACTIVITY

Tenants desiring to construct, enlarge, modify, alter, repair, move, demolish, or change the occupancy of property or to install or erect a sign of any description shall do so in accordance with the standards set by the Commission and any written agreement. Written approval in the form of a Construction Permit issued by the Commission is required for this activity. Commission approval does not relieve the tenant from the responsibility to comply with all local, state, and national building codes, or to obtain all necessary permits.

3.10.3 CONDUCT

1. All alcohol consumption shall be conducted in designated areas within the Terminal Building controlled by vendors holding a liquor license. Alcohol consumed in such areas shall have been purchased from the vendor.
2. No person shall commit any nuisance or any disorderly, obscene, indecent, or unlawful act on Airport premises.
3. No person shall use or remain on the Airport for any purpose other than air transportation and activities related thereto and activities expressly authorized by the Airport Manager.
4. No person shall operate or release any model aircraft, flare, projectile, rocket, kite, balloon, or parachute or other similar contrivance at or upon the Airport without the prior written approval of the Airport Manager. Such prohibition shall not apply to the National Weather Service when such activities are a regular operational function on its part.
5. No person shall throw, drop, or otherwise propel any object or substance of any kind from any vehicle window or roof of any structure on the Airport. No person shall create FOD. No person shall fail to properly dispose of FOD in an approved container.
6. No person shall travel upon the premises of the Airport other than on roads, walks, or other facilities provided for such specific purpose.
7. No person shall use the roads or walks of the Airport in such manner as to hinder or obstruct their proper use.
8. No person may interfere or tamper with any aircraft without permission of the owner thereof. This provision is not intended to include the moving of aircraft as authorized by the Airport Manager.
9. No person shall use Glycol unless reported to the Airport Manager for cleanup.
10. No person shall use the Airport public address system for other than official purposes or in any means which is unprofessional or indecent as determined by the Airport Manager.

3.11 SEVERABILITY

If any section, subsection, sentence, clause or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these Rules and Regulations.

3.12 SUBORDINATION TO GRANTOR'S FEDERAL OBLIGATIONS

These Rules and Regulations shall be subordinate to the provisions of any existing or future agreement between the Commission and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that the Commission, through its Airport Manager, reasonably determines that these Rules and Regulations, or any provision contained herein, causes or may

cause a violation of any agreement between the Commission and the United States, the Commission shall have the unilateral right to modify these Rules and Regulations to ensure the Commission's compliance with all such agreements with the United States.

EXHIBIT A - FINES

<u>Violation Section</u>	<u>Fine</u>	<u>Penalty</u>
3.2.1	Compliance with signs	\$ 50
3.2.2	Trespassing	\$ 100
3.2.3	Preservation of property	\$ 100
3.2.4	Public safety	\$ 100
3.2.5	Visitor Control	\$100
3.3.1	Security compliance	\$ 100
3.4.1	Public parking	\$ 50
3.4.3	Employee parking	\$ 50
3.4.4	Vehicle operating requirements	\$ 100
3.5	Commercial ground transportation	\$ 150
3.6	Air operations area	\$ 100
3.7	Airport business and commercial operations	\$ 150
3.8.2	Solicitation	\$ 50
3.8.3	Non-commercial/first amendment activities	\$ 50
3.9.1	Noise control procedures	\$ 100
3.9.2	Flammable and explosive materials	\$ 250
3.9.3	Fueling/de-fueling operations	\$ 100
3.9.4	Smoking	\$ 50
3.9.5	Open flame operations	\$ 100
3.9.6	Leasehold/assigned space housekeeping	\$ 250
3.9.7	Fire extinguishers	\$ 100
3.9.8	Powder activated tools	\$ 100
3.9.9	Heated hangars	\$ 100
3.9.10	Aircraft repairs	\$ 100
3.9.11	Firearms and weapons	\$ 100
3.9.12	Animals	\$ 50
3.9.13	Fuel storage tanks	\$ 250
3.9.14	Environmental regulations	\$ 250
3.10.2	Construction activity	\$ 150
3.10.3	Conduct	\$100

The listed fines are applicable for the first infraction: For multiple infractions of the same rule within a 1 year period, the fine for each subsequent infraction is double the fine of the last infraction.

Fines imposed under these Rules and Regulations are independent of any fines, judgments, lawsuits or penalties imposed by other agreements with the Commission or other agencies with jurisdiction.