

WEST MICHIGAN REGIONAL AIRPORT

60 Geurink Blvd. Holland, MI 49423

MINIMUM STANDARDS FOR FIXED BASE OPERATORS AND PERMIT HOLDERS TO PROVIDE AERONAUTICAL SERVICES TO THE PUBLIC

ESTABLISHED BY

**THE WEST MICHIGAN REGIONAL AIRPORT
AUTHORITY BOARD**

ADOPTED: TBD

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**MINIMUM STANDARDS
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CHAPTER ONE

GENERAL PROVISIONS

SECTION 1.1 PURPOSES OF THE MINIMUM STANDARDS

Minimum standards as outlined in this document are intended to provide the minimum requirements for those wishing to provide aeronautical services to the public at the West Michigan Regional Airport, and to do so in such manner as to ensure the safety of its users and allow fair competition for those who choose to provide services to the public on the premises. These minimum standards are intended to be reasonable, non-arbitrary and nondiscriminatory, and therefore apply equally to everyone making application to the Airport Authority Board to provide aeronautical services on the airport.

SECTION 1.2 DEFINITIONS

AERONAUTICAL ACTIVITY means any activity commonly conducted at airports which involves, makes possible or is required for the operation of aircraft, or which contributes to, or is required, for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.

AERONAUTICAL SERVICE means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to, or is required for, the safety of aircraft operations commonly conducted on the Airport by a person who has a lease or permit from the Airport Authority Board to provide such service.

AIRCRAFT means a device that is used, or intended to be used, for flight in the air.

AIR OPERATIONS AREA (AOA) means that portion of the Airport designated for use by aircraft and includes all runways, taxiways, taxilanes, and any area used for taxiing/hover taxiing, air taxiing, take off and landing of aircraft. Does not include ramps or aprons.

AIRPORT means all property including easements and rights of way belonging to the West Michigan Regional Airport and also including areas not used for aeronautical purposes.

AIRPORT OPERATIONS MOVEMENT AREA means runways and taxiways. All other areas are considered non-movement areas by the air traffic control tower.

AIRPORT AUTHORITY BOARD shall mean the governing body that is lawfully empowered to exercise legal control and set policy over the airport.

AIRPORT AUTHORITY DIRECTOR is the Chief Executive Officer as designated by the Authority to enact policies and directives set by the Board and oversee operations of the Airport.

AIRPORT MANAGER means the Airport Authority Director or other designated appointee of the Board serving as manager of the airport, as understood under relevant MDOT & FAA definitions. The airport manager is responsible for ensuring execution of the roles and responsibilities of the Airport Manager Agreement between the West Michigan Regional Airport Authority and its designated FBO.

ASSISTANT AIRPORT MANAGER means the appointed representative of the airport's FBO, or current holder of the Airport Authority's Airport Manager Agreement, responsible for executing the duties of the agreement as directed by the Airport Manager.

AIRPORT LAYOUT PLAN (ALP) means the West Michigan Regional Airport Field Plan that is current and approved by the FAA but may be revised from time to time.

BUSINESS FLIGHT DEPARTMENT means an enterprise on Airport property providing in-house aeronautical services and facilities not for public use.

COMMERCIAL OPERATING AGREEMENT means a written agreement with the Airport Authority Board to conduct an aeronautical activity or service or a business enterprise, as defined herein, on Airport property.

EMERGENCY VEHICLE means a police or fire vehicle, ambulance, or any vehicle conveying an authorized Airport official or employee in response to an emergency call.

FIXED BASE OPERATOR (FBO) means any person, authorized by the Airport Authority Board to provide a wide range of aeronautical services, as a tenant, sub-tenant or by permit, that are most demanded from aviation users and at a minimum provides any of the following: fuel sales, Line Services, Hangar/Tie-Down Services, or any similarly related aeronautical service on a twenty-four (24) hour, seven (7) day per week schedule as defined in section 2.6 MINIMUM QUALIFICATIONS.

FBO LEASE means any lease agreement between the Airport Authority Board and a person, leasing property at the Airport, or sub-lease agreement approved by the Airport Authority Board between any tenant at the Airport and/or a person sub-leasing property at the Airport, in either case, for the purpose of providing aeronautical services to the public on Airport property.

LESSEE/TENANT means a person who leases or rents something from someone. A lessee of land is a tenant. A person who holds land or a building by rent or lease is a tenant.

MINIMUM STANDARDS means the standards that are established by the Airport Authority Board, as amended from time to time, stating the minimum requirements to be met by a tenant, sub-tenant, or proposed tenant as a condition for the right to provide aeronautical services to the public on Airport property.

NON-FBO BUSINESS means a commercial or industrial enterprise that is located physically on the airport property for the purpose of providing goods or services to the public that do not fall under the classification of a Fixed Base Operator.

NORMAL BUSINESS HOURS means 8 a.m. to 5 p.m. Monday through Friday.

PERSON means any individual, firm, partnership, corporation, company, association, or any other legal entity, and includes any director, trustee, receiver, agent, or similar representative.

PILOT means any person who is physically responsible for the control of an aircraft.

OPERATOR shall be used as shorthand when referring to FBO.

RESTRICTED AREA means an area of the airport open only to authorized vehicles.

SHALL means mandatory and not merely directory.

TAXIWAY means a defined path established for the taxiing of aircraft from one part of an airport to another.

TAXILANE means a taxiway designed for low speed and precise taxiing.

VEHICLE means any device used primarily for the ground transportation of persons or property.

SECTION 1.3 ABBREVIATIONS

Automated Flight Service Station	AFSS
Above Ground Level	AGL
At mean seal level	AMSL
Airport operation Area	AOA
Air Traffic Control Tower	ATCT
Airport Traffic Pattern	ATP
Common Traffic Advisory Frequency	CTAF
FAA Contract Tower	FCT
Federal Aviation Administration	FAA
Federal Aviation Regulations	FAR
Fixed Base Operator	FBO
Instrument Flight Rules	IFR
Instrument Landing System	ILS
Michigan Aeronautics Commission	MAC
Notice to Airman	NOTAM
National Transportation Safety Board	NTSB
Visual Flight Rules	VFR

SECTION 1.4 LEASING TERMS FOR AIRPORT-OWNED LAND AT THE WEST MICHIGAN REGIONAL AIRPORT

The following will be used by the Airport Authority Board in developing the terms and conditions of leases at the West Michigan Regional Airport:

- A. Lessee's activity must comply with the Minimum Standards and the Rules & Regulations and must be aviation related in nature.
- B. Lessee may construct additional buildings, fueling facilities or other facilities on Airport property, but only with the prior written consent of the Airport Authority Board and after obtaining proper written approval from the City of Holland, appropriate fire control official and any other local, state, and/or federal entity which may have additional authority and responsibility above those of the Airport Authority Board.
- C. All new leases and existing leases, upon the next renewal thereof, shall include a provision allowing Airport Authority the first right of refusal to match any offer to purchase any building located on leased property. The Airport Authority shall have 30 days from the date of receipt, by the Director of the Airport Authority, of notification of a bona fide offer to purchase any building and/or structure located on leased airport property, in which to match said offer, including all of its terms. In the event that written notice is not given to the proposed seller by Certified Mail to Lessee's address of record in said Lease, within 30 days of the receipt of notice of the offer by the Director of the Airport Authority, Airport Authority shall have waived its right to match said offer, and the facility owner is then free to accept said offer. Said offer shall have no modifications and/or qualifications that are not revealed to the Airport Authority Board, through a written notice to its Director.
- D. Buildings and facilities may not be removed from Airport property without the prior written consent of the Airport Authority Board.
- E. Land area leases not associated with buildings and facilities shall be for a period of time approved in writing by the Airport Authority Board, but not to exceed five years, with renewal options at the request of the Lessee and with the prior written consent of the Airport Authority Board.

CHAPTER TWO

AERONAUTICAL ACTIVITIES

SECTION 2.1 POLICY

The minimum standards are intended to be the minimum requirements for those wishing to provide aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These minimum standards were developed taking into consideration the aviation role of the airport, facilities that currently exist at the airport, services being offered at the airport, the future development planned for the Airport and to promote fair competition at West Michigan Regional Airport. The uniform application of these minimum standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the airport patrons.

SECTION 2.2 OPERATING AGREEMENT/LEASE

- A. Any person who intends to conduct a business or service to the public, wherein use of the airport provides a commercial benefit to said person, must negotiate an Operating Agreement and/or Lease with the Airport Authority Board relative to qualification, operating areas, and rent and/or fee payments, and such other matters as the Airport Authority Board may require. The authorization by the Airport Authority Board to a person wishing to provide aeronautical services to the public **does not imply that said business has exclusive rights** to provide those services on the airport. The West Michigan Regional Airport, being the recipient of Federal funds via the FAA, is obligated to comply with Federal Aviation Administration Policy Statement on “Exclusive Rights at Airports.” A copy of said Policy Statement shall be on file at the Airport Authority Director’s office for review, upon reasonable notice and during regular office hours.
- B. The Federal Aviation Administration considers that the existence of an exclusive right to conduct any aeronautical activity limits the usefulness of an airport and deprives the using public of the benefits of competitive enterprise. Apart from the legal considerations, the FAA considers that it is inappropriate to apply Federal funds to the improvement of any airport where full realization of the benefit would be restricted by the exercise of an exclusive right to engage in aeronautical activity.

SECTION 2.3 QUALIFICATIONS

Demonstration of intent to conduct a business operation at the airport shall made by application to the Airport Authority Board. The written application shall contain, at the minimum:

- A. The proposed nature of the business.
- B. The signatures of all parties owning an interest in the business, and those whose signatures will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.
- C. A written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant, or its officers, directors, or principal shareholders, have engaged in aviation business, to release information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases or discharges as may be required by those agencies.
- D. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the airport as part of the activity for which approval is sought. Applicant must comply with all applicable ordinances and building codes.
- E. Proof (provide copy) of liability insurance coverage for the business operation, flight operations, itinerant aircraft and operators and premises insurance, as designated by the Airport Authority Board.
- F. All insurance required by the Airport Authority Board for any operation, lease, or other activity on the airport property shall include City of Holland, The Airport Authority, it's executives and officers as an additional insured.
- G. A current credit report for each party owning or having a financial interest in the aeronautical activity and a credit report, financial statements, and any other financial information deemed necessary by the Airport Authority on the aeronautical activity itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application or such lesser period of time if the prior business has been in operation less than 10 years.
- H. Such other information as the Airport Authority Board may require.

SECTION 2.4 ACTIONS ON APPLICATION

All applications will be reviewed and acted upon by the Airport Authority Board within 60 days from receipt of the application. Applications may be denied for one or more of the following reasons:

- A. The applicant does not meet qualifications, standards and requirements established by these minimum standards.
- B. The applicant's proposed operations or construction will create a safety hazard on Airport property.
- C. Granting the application will require the expenditure of local funds, labor or materials on the facilities described in, or related to, the application; or the operation will result in a financial loss to the Airport.
- D. There is no adequate available space or building on Airport property to accommodate the entire activity of the applicant.
- E. The proposed operation, airport development or construction does not comply with the approved Airport Layout Plan.
- F. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in significant interference with the operations of any present Operator (FBO) on the Airport. Such problems may include, but are not limited to, problems in connection with aircraft traffic or service, preventing free access to and from the existing Operator area, or will result in depriving, without the proper economic study, an existing Operator of the use of significant portions of leased area in which it is operating.
- G. Any party applying, or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
- H. Any party applying, or having an interest in the business, or its management, has a record of violating the West Michigan Regional Airport Rules & Regulations or the rules and regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other rules and regulations applicable to this or any other airport.
- I. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Airport Authority Board or any lease or other agreement at any other airport.
- J. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible, in the sole judgment of the Airport Authority Board, to provide and maintain the business to which the application relates and to promptly pay amounts due under the Operator Lease

- K. The applicant has committed any crime, or violated any City of Holland ordinance, rule or regulation which adversely reflects on its ability to operate the FBO operation for which the application is made.

SECTION 2.5 FIXED BASE OPERATORS (FBO)

- A. A fixed base operator (FBO) is a person who has entered into a valid operating agreement, paid all applicable fees, and has entered into a lease agreement with the Airport Authority Board establishing airport space lease terms, rental amounts, insurance requirements or other terms and conditions required by the Airport Authority Board; and has met the qualifications, standards and requirements contained herein for the aeronautical services to be provided to the public. The FBO may be in business to provide one or more of the following services to the public at the Airport (this list is not exhaustive, and represents the most common likely FBO Services):
 - 1. Aircraft sales.
 - 2. Charter operations which include, but are not limited to, passenger or air taxi, freight, or delivery services.
 - 3. Aircraft rental.
 - 4. Flight instruction and ground schools.
 - 5. Maintenance services, parts and accessories sales which shall include services in one or more of the following:
 - a. Airframe overhaul and repair.
 - b. Engine overhaul and repair.
 - c. Radio and electrical shop.
 - d. Instrument shop.
 - e. Aircraft interior work.
 - f. Refinishing and painting.
 - 6. Aircraft fueling including line services.
 - 7. The storage of transient aircraft, inside and/or outside of building structures.
 - 8. Sale of pilot supplies, accessories & gifts.
- B. The application for an FBO operating agreement shall specify all services from the above list which the applicant desires to offer at the airport. The applicant may also propose services other than on the above list with appropriate justification for consideration by the

Airport Authority Board. An FBO may provide or conduct only those services for which it has executed a lease agreement.

SECTION 2.6 MINIMUM QUALIFICATIONS

An FBO shall, in addition to meeting all other requirements and qualifications of its written agreement, meet the following minimum qualifications for each type of service which it intends to provide:

A. Aircraft Sales

1. The Operator who engages in an aircraft sales business at the airport shall lease from the Airport Authority Board, or provide under terms agreeable to the Airport Authority Board, an area of airport land sufficient in size to provide the office space required to support their operation and for all aircraft parking, storage, aircraft display, employee parking, and related operations. The Operator shall also lease sufficient apron area to stage flights and provide for the storage, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand in such FAR Part 135 business at any one and customer parking.
2. The Operator will lease or construct a building, to provide appropriate lighted and heated space to perform work, office space, storage, and a public waiting area that includes indoor restroom facilities and a public telephone.
3. Have available qualified demonstrator pilots with appropriate and current FAA pilot certificates and ratings appropriate for the types of aircraft to be demonstrated, and current Airman Medical Certificate.
4. Have Available or on call at least one current new or used model demonstrator.
5. The Operator shall provide personnel on duty during normal business hours, or at other times, subject to the operator's discretion with the prior written approval of the Airport Authority Director.
6. Have satisfactory arrangements at the Airport or at another airport for repair and servicing of aircraft sold with service guarantees.
7. It shall be at the sole discretion of the operator (1) whether or not to be an authorized factory dealer; or what manufacturer he/she/they chooses to represent. All aircraft dealers shall hold a dealership license, or permit, if required.
8. Normal operating hours will be posted on the building and on the Operators website.

B. Charter Operations

1. The Operator who engages in a charter operation at the Airport shall lease from the Airport Authority Board, or provide under terms agreeable to the Airport Authority Board, an area of airport land sufficient in size to provide the office space required to support their operation. The Operator shall also lease sufficient apron area to stage flights and provide for the storage, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand in such FAR Part 135 business at any one time.

C. Aircraft Rental

1. An Operator who engages in an aircraft rental business at the airport shall lease from the Airport Authority Board, or provide under terms agreeable to the Airport Authority Board, an area of airport land sufficient in size to provide the office space required to support their operation. The Operator shall also lease sufficient apron area to stage flights and provide for the storage, aircraft display, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand in such FAR Part 135 business at any one time, employee parking, and customer parking.
2. The Operator will lease or construct a building, to provide appropriate lighted and heated space to perform work, office space, storage, and a public waiting area that includes indoor restroom facilities and a public telephone.
3. Operator will provide commercial pilots, with appropriate ratings, currently certified by the Federal Aviation Administration.
4. Operator will maintain requisite number of airworthy single-engine and/or multi-engine aircraft owned or leased in writing to lessee.
5. Normal hours of operation are to be posted on the building and Operator's Website.
6. Operator will maintain sufficient equipment, supplies, and availability of parts to perform maintenance in accordance with manufacturers' recommendations or equivalent.
7. Operator will maintain insurance coverage in accordance with requirements of the Airport Authority.
8. Have adequate facilities or arrangements for storing, parking, servicing, and repairing all of its aircraft.

D. Flight Instruction and/or Ground School

1. An Operator who engages in operation of Flight Instruction/Ground School at the airport shall lease from the Airport Authority Board, or provide under terms agreeable to the Airport Authority Board, an area of airport land sufficient in size to provide the office space required to support their operation. The Operator shall also lease sufficient apron

area to stage flights and provide for the storage, aircraft display, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand, employee parking, and customer parking.

- 2. The Operator will lease or construct a building, to provide appropriate lighted and heated space to perform work, office space, storage, and a public waiting area that includes indoor restroom facilities and a public telephone.
- 3. Operator will provide a commercial pilots, with appropriate rating to cover types of training offered.
- 4. Operator will maintain airworthy single-engine and/or multi-engine aircraft owed or leased in writing to lessee.
- 1. Normal hours of operation are to be posted on the building and Operator’s Website.
- 2. Operator will maintain insurance coverage in accordance with requirements of the Airport Authority.

E. Aircraft Maintenance Services and Sale of Parts and Accessories

- 1. An Operator who engages in Maintenance Services and Sale of Parts and Accessories shall lease from the Airport Authority Board, or provide under terms agreeable to the Airport Authority Board, an area of airport land sufficient in size to provide the office space required to support their operation. The Operator shall also lease sufficient apron area to stage flights and provide for the storage, aircraft display, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand, employee parking, and customer parking and customer parking. Maintenance services may include Airframe, power plant, Avionics, Instrument, and Propulsion and other similar repair services.

The Operator will lease or construct a building, to provide appropriate lighted and heated space to perform work, office space, storage, and a public waiting area that includes indoor restroom facilities and a public telephone

- 2. Normal hours of operation are to be posted on the building and Operator’s Website and should account for likely needs of transient aircraft and aircraft on field.
- 3. .
- 4. The hangar required herein shall be equipped with such tools, machinery, equipment, parts and supplies as are normally necessary to conduct a full-time business operation in the maintenance service area being offered and shall be staffed by mechanic/mechanics and other full or part time personnel who are qualified and competent and who hold all necessary certificates required by the FAA.
- 5. If the business includes aircraft refinishing and painting it shall:

- a. Comply with and abide by all applicable Federal, State and Local laws.
- b. Comply with the current standards of the National Fire Protection Association on Paint Spraying and Spray Booths with regard to the

arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing and spray painting operations.

- c. Prohibit any stripping, painting, varnishing, doping, materials or agents, or other contaminants from flowing into rivers, lakes, streams, etc., or being placed in any sewer system, unless pretreated and the pre-treating process has been approved in advance and in writing by the Airport Authority.
 - d. Properly treat and dispose of all hazardous material in compliance with the governing agencies.
6. Operator will maintain insurance coverage in accordance with requirements of the Airport Authority.

F. Aircraft Fueling and Line Services

1. An Operator who engages in Aircraft Fueling and Line Services shall lease from the Airport Authority Board, or provide under terms agreeable to the Airport Authority Board, an area of airport land sufficient in size to provide space necessary and or required by the relevant governing authority to support their operation, including any required apron lease..

The operator shall also lease the space needed to accommodate at least two 10,000-gallon storage tanks, line servicing equipment and supply storage for the aircraft being serviced and the flow of traffic in and out of the aircraft fuel servicing areas.

The Operator will lease or construct a building, to provide appropriate lighted and heated space to perform work, office space, storage, and a public waiting area that includes indoor restroom facilities and a public telephone

2. Operator shall provide and maintain the following minimum equipment: one 10,000-gallon tank for Jet-A, one 10,000-gallon tank for AVGAS, and all necessary pumps, mobile gas trucks, fueling areas, ramps and other fueling facilities that may be necessary, provided that the operator shall not place or maintain any fueling facilities on the airport, mobile or fixed, which have not previously been approved by the Airport Authority and the appropriate fire authorities as designated by the Airport Authority. The operator shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no direct fueling from a common carrier transport truck into mobile refueler without filtration. In all fueling operations the Operator will comply with State and Local Fire Code and the current edition of NFPA 407 including all NFPA Standards referenced in NFPA 407. The Airport Manager may have available a copy of NFPA 407 or be able to direct any inquiries to an appropriate source for that information.
3. An operator under this provision shall keep a current, complete and accurate record of all fuel, oil and other products sold and shall, at the request of the Airport Authority, make available all records of such sales for at least two years after the sale of such products. Failure of an operator to keep an accurate record of all sales shall be reason to revoke the operator's license and authority to do business on the airport.
4. Each operator offering aircraft fuel sales and line services shall maintain sufficient attendants on duty to service aircraft without unreasonable delay during the hours of operation. The hours of operation for fuel sales and line services shall be from dawn to dusk daily except for holidays as established by the Airport Authority Board. Any deviation from this schedule must be approved in advance and in writing by the Airport Authority. In addition to the above, line service shall be available 24 hours per day upon two hours' notice.
5. The operator with fueling facilities shall at all times maintain an adequate supply of the fuels, oils, and fluids normally called for at this airport.
6. Services provided in addition to fuel will include emergency starting, non-chemical de-icing, parking, washing, tire inflation, adding oil and any service not requiring a certified mechanic rating. All equipment necessary to provide these services shall

be available.

7. Operator will maintain insurance coverage in accordance with requirements of the Airport Authority.

G. Transient Aircraft Storage, Inside and/or Outside

1. Inside Storage: An Operator who engages in the business of storing transient airplanes inside at the Airport shall lease from the Airport Authority an area of airport land sufficient in size for the construction of a storage building with proper access ramps and other accessories and shall construct the building, ramps and accessories in locations stipulated in the approved Airport Layout Plan at the operator's sole cost and expense, according to plans and specifications previously submitted and approved, and according to all applicable laws and regulations.
2. The operator will maintain adequate office space on site to accommodate staff.
3. The operator will provide the appropriate level of staffing required to meet the needs of its users and customers.
4. The Operator will provide all necessary equipment to safely move aircraft in and out of their hangar and onto ramp areas.
5. Operator will maintain insurance coverage in accordance with requirements of the Airport Authority.
6. All outside aircraft tie-downs are coordinated by or through the Airport Authority.

H. Specialized Commercial Aeronautical Services

1. A specialized commercial aeronautical service is a person engaged in air transportation for hire for the purpose of providing the use of aircraft for the aeronautical activities listed below:
 - a. Non-stop sightseeing flights.
 - b. Aerial photography or survey.
 - c. Fire watch and fire fighting.
 - d. Power line, underground cable or pipeline patrol.
 - e. Aerial application of agricultural chemicals.
 - f. Other operations specifically excluded from Part 135 of Federal Aviation Regulations.
2. Other specialized commercial aeronautical services which have varied requirements are:
 - a. Avionics sales and/or service.
 - b. Aircraft manufacturing.

- c. Aircraft component manufacturing.
- d. Engine or sub-assembly overhaul (station).
- e. Upholstery shop.
- f. Dining & hospitality services .

3. Requirements for these activities are so varied that the minimum standards and insurance coverage will be determined by the Airport Authority Board based upon a recommendation from the Airport Director. Relevant existing minimum operating standards, fees, and insurance requirements will be used as a baseline for comparison, when applicable.

SECTION 2.7 NON-FBO BUSINESS [Minimum Commercial Standards]

The minimum standards are intended to be the minimum requirements for those wishing to operate a Non-FBO Business or provide similar services to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These minimum standards were developed taking into consideration the aviation role of the airport, facilities that currently exist at the airport, services being offered at the airport, the future development planned for the Airport and to promote fair competition at West Michigan Regional Airport. The uniform application of these minimum standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the airport patrons.

1. Operator will provide adequate facilities necessary for the safe efficient operation of their business.
2. Operator will provide appropriate levels of staffing to meet the needs of their customers and users.
3. Operator will make publicly available contact information of key staff related to their business.
4. Operator will carry appropriate level of insurance coverage as deemed necessary by the Airport Authority.
5. Operator will take all steps necessary to ensure operations are executed in a safe manner that does not negatively impact the aviation functions of the Airport Authority or other operators on-field.

SECTION 2.8 SPECIFIC REQUIREMENTS

A. Commencement of Activities: Each FBO shall, upon authorization, and as the construction of any required physical facilities permits, immediately commence and conduct on a full-time basis all business activities and services which are authorized.

B. Office Space

1. Each Operator shall provide and maintain an office adequate for the services provided and open to the public during Normal Business Hours or as otherwise required. The office shall be at the operator’s place of business on the Airport.
2. These facilities shall be kept in a neat, clean and orderly condition and be properly maintained.

3. These facilities will be in accordance with Airport Minimum standards where specified
- C. Auto Parking: The Operator shall provide auto parking for its employees and customers in its leased area or make adequate arrangements for such parking, acceptable to the Airport Authority.
- D. FAA/MAC Requirements: The Operator and all personnel and employees shall be competent and shall hold all current and valid certificates, permits, licenses or other authorizations required by the FAA and MAC including any FAA air taxi permits. If, as a result of any action, order, or ruling of the FAA, any of the Operator's aircraft are grounded or commercial pilot certificates or instructor's certificates are suspended or revoked, and this reduces the Operator's operation to less than the minimum standard for the activity being provided for a period of ninety (90) days or more, the Operator's license and authority to operate at the Airport may be revoked by the Airport Authority.
- E. Indemnity and Insurance
1. The Operator shall agree, and by his operation at the Airport does agree, to indemnify, defend, and save the City of Holland and the Airport Authority Board, its authorized agents, officers, representatives and employees, and hold harmless from and against any and all actions, penalties, liabilities, claims, demands, damages, or losses, resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, business visitors, invitees or customers.
 2. In addition to the foregoing indemnity agreement provisions, the Operator agrees to secure, maintain and keep in force during the term of the agreement the insurance policies, forms and conditions required by the Airport Authority Board and the Rules & Regulations.
 3. Nondiscriminatory Service: The Operator shall furnish to all users all authorized or licensed services on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law and the Rules & Regulations.
- F. Approval of Construction
1. No buildings, structures tie downs, ramps, paving, taxi areas, or any other improvements or additions shall be placed or constructed on the airport, or altered or removed there from without prior written approval of the Airport Authority Board. In the event of any construction, alteration or removal, an appropriate bond to guarantee the completion of the work may be required in accordance with submitted plans and specifications and all applicable state and local standards.

2. Unless otherwise agreed to within its designated area, any aeronautical service provider shall at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down areas, taxiway, fences and all other facilities and improvements which have been approved by the Airport Authority Board as being necessary for the operation.
3. Final plans and specifications for all construction shall be submitted within 90 days after approval of the application, and construction shall commence and be completed pursuant to a progress schedule coordinated and approved by the Airport Authority Board. All construction shall comply with applicable building codes and state and local ordinances.
4. Construction areas will be in accordance with the Rules and Regulations, approved plans and the current approved Airport Layout Plan.

SECTION 2.9 FIXED BASE OPERATOR FRANCHISE FEES

Any Fixed Base Operator providing services or operating a business on field will be assessed an annual franchise based on the number of services provided. The franchise fee will be based on a tiered system, as described below:

- Tier 1: Single (1) Services
- Tier 2: Limited (2-3) Services
- Tier 3: Full Service (3 <) Services

The annual Franchise Fee will be billed to the operator on a monthly basis, and will be subject to an annual CPI adjustment. If the CPI decreases, the fee will remain at it's current rate. The Authority also reserves the right to collect a percentage of the adjusted gross receipts from all business conducted and carried out by an Operator at the Airport. Current Airport Authority fees will be adjusted on an annual basis and updated separately in the Airport Authority's Fee Schedule.

SECTION 2.10 WAIVERS OF MINIMUM STANDARDS PROVISIONS

Upon the written recommendation of the Airport Authority Director the Airport Authority Board may, at its discretion, waive an or all portions of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry or performing fire prevention or firefighting or rescue service operations. The Airport Authority Board may further temporarily waive any of the minimum standards for non-governmental applicants when it deems such waiver to be in the best interest of the airport and/or its operation.

SECTION 2.11 VIOLATIONS OF MINIMUM STANDARDS

The Airport Authority may cause to be removed or evicted from the Airport any person who knowingly or willfully violates any Minimum Standards prescribed herein, or any rule or regulation in effect by the City of Holland, as the same applies to the Airport and may deny the use of the Airport and its facilities to any such person.

SECTION 2.12 HEARINGS FOR ALLEGED VIOLATIONS

When a violation of these Minimum Standards may cause revocation of an Operating Agreement, a permit and/or privileges exercised by a person at the Airport, such person shall receive written notification from the Airport Authority of such alleged violations giving the time and place and such other details as shall adequately apprise such person of the alleged violation the proposed action by the Airport Authority Board and/or Airport Authority Director. A copy of the notification shall be sent to Board Chair and the Co-chair of the Airport Authority Board. In the event the person receiving such notification desires to contest the alleged violation or the proposed action, they shall submit a written appeal within 10 days of receipt or constructive delivery of such notification to the Airport Authority, the Chairman, and the Co-chair of the Airport Authority Board. The alleged violator will be allowed to address and hold a discussion with the Airport Authority Board for a reasonable period of time. The Airport Authority Board shall furnish a written determination to the alleged violator within 30 days after the hearing and such determination shall be final. Any determination of the Airport Authority Board adverse to the violator requesting the hearing shall be subject to appeal in accordance with applicable laws of the State of Michigan.

CHAPTER THREE

LEASE PROVISIONS

SECTION 3.1 TERMINATIONS

The Airport Authority Board shall have the right, at its discretion, to terminate any lease, operating agreement, or other agreement with any permit holder, or FBO which authorizes any services on the Airport and to revoke any FBO license, authority, or permit to do business on the Airport for any reason provided in the Rules & Regulations, Operating Agreement, or by law, and, in addition thereto, upon the happening of any one or more of the following:

A. For Cause (Termination)

1. Filing of petition, voluntarily or involuntarily, for an adjudication of bankruptcy.
2. The permit holder or Operator making any general assignment for the benefit of creditors without the written approval of the Airport Authority Board.
3. The abandonment or discontinuance of any licensed operation at the Airport by said permit holder or Operator or the failure to conduct such operation on a full-time basis without prior approval of the Airport Authority Board.
4. The failure of the permit holder or Operator to pay, when due, to the Airport, all rents, fees and other charges.
5. The failure of the permit holder or Operator to remedy any default, breach or violation by the operator, or their employees, in keeping, observing, performing and complying with the Rules & Regulations and the terms and conditions in any lease or agreement entered into, pursuant hereto, on the part of the permit holder or Operator to be performed, kept or preserved (not involving the payment of rents, fees and other charges to be paid to the Airport) within thirty (30) days from the date written notice from the Airport Authority Director has been mailed or delivered to the place of business of the permitholder or Operator at the Airport.
6. The permit holder or Operator, or any partner, officer, director, employee or agent thereof, commits any of the following:
 - a. Violates any of the Rules & Regulations; or
 - b. Engages in unsafe, or reckless practices in the operation of any aircraft or motor vehicle on, or in the vicinity of the Airport which creates a hazard to the safety of other airport users, other aircraft, or the general public; endangers property; or which could, result in causing personal injuries or death to a person, or damage to property; or

- c. Causes serious personal injury or the death of a person, or property damage involving in excess of \$10,000 for repairs or loss arising from the permit holder's or the Operator's negligent or wrongful conduct of business at the Airport; or
 - d. Operates the permitted activity or the Operation in such fashion as to create a safety hazard on the Airport for other airport users, aircraft or property on the Airport, the general public, or the Airport, or any pilots, students or passengers; or
 - e. Is convicted of a felony that occurred on Airport property; or
 - f. Engages in any conduct on Airport property that disrupts to good order or safe operation the Airport; or
 - g. Has been convicted of any serious crime that directly relates to moral character and/or trustworthiness and the ability of that person to conduct business at the Airport.
7. It becomes known to the Airport Authority Board that the permit holder or Operator, or someone on its behalf and with its knowledge, supplied false information, or misrepresented any material fact in the application, supporting documents, or in statements to, or before, the Airport Authority Board pertaining to the application; or failed to make full disclosure in the application, the supporting documents, or in statements to, or before, the Airport Authority Board.

B. Without Cause (Termination)

- 1. In the event the Airport Authority Board determines to close the Airport in its entirety or close the Airport to all traffic it is not legally bound to honor existing leases or operating agreements.

C. Vacation and Possession of Premises After Termination

- 1. In the event of termination, the permit holder or FBO shall forthwith peaceably vacate the Airport and surrender possession of the premises and cease all operations on the premises and cease all operations on the Airport. Should the operator or permit holder fail to make such surrender, the Airport Authority Board shall have the immediate right, and without further notice to the permit holder or FBO, to enter by force, or otherwise, and take full possession of the space occupied by the permit holder or FBO on the Airport and, with legal process, expel, oust and remove any, and all, parties and, any and all goods and chattels not belonging to the Airport Authority Board that may be found within or upon the space at the expense of the operator or permit holder and without being liable to prosecution or to any claim for damages therefore. Upon such termination, all rights, powers and privileges of the permit holder or FBO here-under shall cease and the permitholder or FBO shall immediately vacate any space it occupies under this Agreement, or any permit or lease, and shall make no claim of any kind whatsoever against the Airport Authority Board,

its agents or representatives by reason of such termination or any act incident thereto. In the event of termination for cause, all structures and other improvements made to the airport by the permit holder or FBO shall become the property of the Airport Authority Board and shall remain on the airport after the permit holder or FBO ceases operations and vacates the premises. In the event of termination without cause, the operator or permit holder shall be given a reasonable period of time, not to exceed 90 days from the actual stated date of termination, within which to negotiate with the Airport Authority Board the sale to the Airport Authority Board at Fair Market value all structures and improvements erected by it on Airport property. Any structures or improvements on the Airport after such reasonable period has elapsed shall be and remain the property of the Airport Authority Board.

2. In addition to all other rights and remedies provided in these minimum standards, the Airport Authority Board shall have any and all other rights and remedies at law or in equity.
- D. Appeals will be processed in a manner set forth by the Airport Rules and Regulations.

SECTION 3.2 INSPECTIONS AND MAINTENANCE

- A. The Airport Authority Board, reserves the right for its Airport Director, its Airport Manager, its Engineer, its Attorney, and appropriate Public Safety Officers to inspect, at any time deemed necessary all Airport premises together with all structures or improvements, and as provided by law and/or Federal Regulations and/or Rules of the MAC, all aircraft, equipment, all licenses and registrations and determine the identity of all employees.
- B. Each Operator shall be responsible for the removal of snow and ice from its leased area or areas in which it is authorized to operate and shall keep such leased area and areas in which it is authorized to operate free and clear of all weeds, rocks, debris and other material which is unsightly or could cause damage to aircraft, buildings, persons or automobiles.
- C. No Person shall throw, dump or deposit any waste, refuse or garbage on the Airport property. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

SECTION 3.3 SUBLEASING / SALE OF LEASE

No right, privilege, permit or license to do business on the Airport, or any lease of any area of the Airport, or personal property located thereon, shall be assigned, sublet, sold, or otherwise transferred or conveyed in whole or in part without prior written consent of the Airport Authority Board based upon recommendation of the Airport Authority Director. Any unauthorized attempt to do so shall result in the immediate cancellation and/or revocation of said right, privilege, lease, permit or license.

SECTION 3.4 ASSIGNED AREAS

No Person or persons authorized to operate as an Operator on, or conduct business activities as a permit holder at the airport shall conduct any of its business activities or park any aircraft on any areas except those specified in the lease or written agreement. An Aeronautical Service provider shall not use any common areas except as authorized by the Rules & Regulations or as approved in writing in advance by the Airport Authority.

SECTION 3.5 SIGN REQUIREMENTS

No signs shall be placed on Airport property, or buildings thereon, without prior written permission from the Airport Authority Board in accordance with the Airport Authority Board Policies or Rules. All signage must comply with Airport Building Standards City of Holland codes and/or other relevant ordinances.,

SECTION 3.6 FAA REQUIRED LEASE PROVISIONS

Each lease at the Airport shall contain the following provisions regarding subordination, emergency leasing to the U.S., and nondiscrimination. The language for these provisions is as follows:

- A. Lease Subordinate to Agreement between Lessor and the United States: This lease shall be subordinate to the provisions of any existing agreement between the Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

- B. Emergency Lease to United States
 - 1. During time of war or national emergency, the lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

 - 2. All facilities of the Airport developed with Federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft, in common with other aircraft, at all times without charge, except, if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

C. Public Responsibility

1. All permit holders and operators shall furnish to all users, all authorized or licensed services on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the permit holder or Operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers as described in these Minimum Standards and as governed by the Rules & Regulations.
2. The Aeronautical Operator for itself, its personal representative, successors in interest and assignees shall agree that:
 - a. No person on the grounds of race, color, gender identity, religion, or national origin shall be Excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - d. That in the event of breach of any of the above non-discrimination covenants, the Airport Authority Board shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been issued.

CHAPTER FOUR

MISCELLANEOUS

SECTION 4.1 SEVERABILITY

In the event that any provision of these Minimum Standards shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Minimum Standards shall remain in full force and effect.

SECTION 4.2 EFFECTIVE DATE

These Minimum Standards shall be effective fifteen (15) days following the date of their approval by the Airport Authority Board and publication of notice in a newspaper of general circulation.

APPENDIX A

REFERENCES

1. Federal Aviation Administration Advisory Circular AC 150/5190-7, Minimum Standards for Commercial Aeronautical Activities Dated August 28, 2006.
2. West Michigan Regional Airport Minimum Standards adopted in 1998, as revised on December 19, 2002, October 1, 2005, April 16, 2009, and June 17, 2015.