

MINIMUM STANDARDS & REQUIREMENTS

FOR

COMMERCIAL AERONAUTICAL ACTIVITIES

AT THE

Romeo State Airport

EFFECTIVE: FEBRUARY 1, 2014

ROMEIO STATE AIRPORT MINIMUM STANDARDS

Introduction

In order to encourage and ensure the economic health of, and the orderly operation of aviation and related activities at the Romeo State Airport (Airport), the State of Michigan and Romeo Airport Management, LLC, as the operator of the Airport, has established these Minimum Standards. It is important for those engaged in activity at the Airport to note that these Minimum Standards form the baseline of activities at the Airport. Airport users are also required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures pertaining to such activities.

ROMEO STATE AIRPORT
MINIMUM
STANDARDS FOR
COMMERCIAL AERONAUTICAL OPERATORS

INTRODUCTION

Licensors manages and operates the Romeo State Airport under a Concession and Management Agreement with the Michigan Department of Transportation (hereinafter "Department"), located in Ray Township, 15340 32 Mile Road, MI 48096. In order to foster, encourage, and insure the economic health and orderly development of general aviation and its related aeronautical activities at the Airport, and in order to insure adequate commercial aeronautical services and facilities are available to the users of the airport, the following Minimum Standards and requirements for commercial aeronautical tenants (as defined in section 1.01), (hereinafter referred to as "Operator"), have been adopted:

This document sets forth the Minimum Standards for an entity based upon and engaging in one or more aeronautical activities at the Airport.

Any Operator who is based on the Airport will be subject to applicable federal, state and local laws, codes, ordinances, and other regulatory measures, including Airport Rules and Regulations.

Airport Management, with MDOT approval, reserves the right to amend the Airport Rules and Regulations. All entities affected by such changes will have an opportunity to comment on proposed changes and will be appraised of dates of implementation of such changes. See Article XI.

A written license agreement, properly executed by the Operator and Airport management, is a prerequisite to tenancy on the Airport and the commencement of operations. The license provisions will be compatible with these Minimum Standards and will not change or modify such standards. All licenses shall include a number of standard items that are a part of all licenses between Airport Management and any entity based on the Airport and engaged in aeronautical services or activities.

GENERAL POLICY STATEMENT

A fair and reasonable opportunity, without discrimination, shall be afforded all applicants to qualify, or otherwise compete, for available airport facilities and the furnishing of selected aeronautical services; subject to the Minimum Standards as established by Airport Management and MDOT.

An Operator shall have the right and privilege of engaging in and conducting the activities selected and specified by the written contract contingent upon meeting the established Minimum Standards, the execution of a written license with Airport Management, the payment of the prescribed rentals, fees, and charges, and compliance with all federal, state and airport laws, rules, codes, and regulations.

The granting of such right and privilege, however, shall not be construed as affording the Operator any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be rented exclusively to the Operator, and then only to the extent provided in a written agreement.

The prospective Operator shall select one or more aeronautical services covered by these Minimum Standards. When more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable Minimum Standards to combinations of service will be discussed with the prospective Operator at the time of application.

Airport management reserves the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, Minimum Standards, and other regulatory measures pertaining to such use. Airport Management reserves the further right to designate the specific Airport areas in which aeronautical services may be conducted. Such designation shall give consideration as to the nature and extent of the operation and the lands available for such proposed uses, consistent with the orderly and safe operation of the Airport.

**MINIMUM STANDARDS GOVERNING
COMMERCIAL AERONAUTICAL ACTIVITIES
AT
THE ROMEO STATE AIRPORT**

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Introduction / General Policy Statement

Definitions

- 1.1. “Aeronautical Activity” means any activity commonly conducted at the Airport 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, skydiving, ultralight operations, Aircraft sales and services, sale of aviation petroleum products, repair and maintenance of Aircraft, or sale of Aircraft parts and Aircraft storage.
- 1.2. “Aircraft” means any device that is used or intended to be used for flight in the air.
- 1.3. “Airport” means all property, including easements and rights-of-ways, belonging to the Romeo State Airport, to include areas not used for aeronautical purposes.
- 1.4. “Airfield” means Aircraft parking ramps, taxiways, runways, safety areas, runway protection zones and facilities housing navigational aids as designated by Airport Management and more fully depicted on the Airport Layout Plan (ALP).
- 1.5. “Airport Layout Plan” (ALP) means the Airport Layout Plan set for the Romeo State Airport approved by the FAA that may be revised from time to time.
- 1.6. “Airport Manager/Management” means Romeo Airport Management, LLC.
- 1.7. “Building Site” or “Sites” shall mean any lot, or portion thereof, or two (2) or more contiguous lots or portions thereof, or a parcel of land upon which a building or buildings and appurtenant structures, including landscaping, may be erected in conformance with the requirements detailed in the Land Lease with Airport Manager and MDOT.
- 1.8. “Commercial Operation” means an activity or operation such as the sale of gasoline or oil, the solicitation or engagement in charter flying or flight instruction, the overhaul or repair of an Aircraft or of engines or accessories, the sale of Aircraft parts, or otherwise offering aeronautical facilities or services to the public for profit pursuant to the Minimum Operating Standards Document
- 1.9. “Emergency Vehicle” means police or fire, ambulances, and any vehicle conveying an authorized Airport official or employee in response to an emergency call.
- 1.10. “Fixed Base Operator” (FBO) means any person, authorized by the Airport Manager and MDOT to offer aeronautical services to the public at the Airport as a Tenant, sub-tenant or by permit.
- 1.11. “Flying Club” means a non-profit corporation or association having three (3) or more members, all of whom are owners or stockholders in the corporation owning the club’s

Aircraft, and having as its primary purpose the use of such Aircraft for the personal use and enjoyment of its members.

- 1.12. "Ground Lease" means that portion of the Airport leased to an individual, corporation or other legal entity under specific terms and conditions.
- 1.13. "Hangar Development Area" means the area, as time-to-time designated in the Airport Master Plan, for erection, construction and operation of hangars as defined above.
- 1.14. "Lessee" or "Lessees" means any person or persons leasing vacant airport property for Hangar development (requires additional agreement/lease with Airport Management).
- 1.15. "Lessee" or "Tenant" means a person, corporation or legal entity who leases or rents assets of the Airport, either through a Lease, License Agreement or some other facility lease, and who is responsible for fulfilling the terms and conditions of a lease with the Airport Management.
- 1.16. "Master Plan" means the Airport blueprint for long term development. This includes future Airport developments, land use, financial plans to support, all developments, framework for continuous planning and implementation of proposed developments addressing all issues satisfying local, state and federal regulations.
- 1.17. "MDOT" means Michigan Department of Transportation and/or Office of Aeronautics.
- 1.18. "Minimum Standards" means the standards that are established mutually by the Airport Management and the Airport Management and MDOT as amended from time to time, stating the minimum requirements to be met by a Tenant, subtenant or proposed Tenant as a condition for the right to provide aeronautical services to the public at the Airport.
- 1.19. "Owner Ramp" means all Aircraft parking areas owned by Airport, to include those leased to a Commercial Operator.
- 1.20. "Operating License" is that instrument issued by the Airport Management required for a Commercial Operator to provide services to the public on the Airport.
- 1.21. "Operator" means any person or persons engaged in a commercial operation on the airport pursuant to the Minimum Operating Standards.
- 1.22. "Person" or "Persons" shall mean any individual, firm, partnership, co-partnership, trust association, joint stock association, corporation, or company or body politic; and includes any successor, assignee, receiver, trustee, or other similar representative.
- 1.23. "Pilot" means any person who is FAA certified and responsible for the control of an Aircraft.
- 1.24. "Premise Hangar and or Hangar" shall mean any building for lease for aircraft storage (requires additional agreement/lease with Airport Management).
- 1.25. "Property Line" shall mean the line of division of two (2) contiguous parcels of land; separates a parcel of land and a public way; separates a parcel of land and a taxiway; and/or separates/divides parcels of land and the surrounding area.
- 1.26. "Restricted Area" means an area of the Airport open only to authorized personnel.
- 1.27. "Signs" shall mean any structure, device or contrivance, electric or non-electric, and all parts thereof, which are erected or used for advertising purposes upon or within which any power, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, painted, posted, tacked, nailed,

past, or otherwise fastened or fixed. All signs will be approved by the Airport Manager.

- 1.28. "SPCCP" means spill prevention counter control plan.
- 1.29. "Structures" and/or "Improvements" shall mean and include hangars, buildings, out buildings, parking areas, loading areas, Aircraft ramp areas, fences, walls, and illumination facilities.
- 1.30. "SWPPP" means storm water pollution prevention plan.
- 1.31. "Taxilanes" means those rights-of-ways so designated by Airport Management and connecting to a taxiway or apron and thereby serving all Aircraft based on or using the Airport and essential to the use and operation of the Airport.
- 1.32. "Taxiways" mean those aviation surfaces so designated by Airport Management as to be open to all Aircraft for the purpose of taxiing Aircraft to and from runways and other Airfield locations and surfaces.
- 1.33. "Tenant" or "Licensee" shall mean any person or persons, family, employees, invitees, guests, agents, clerks, servants, and visitors licensed to occupy, rent, or lease Hangar or Building space or a portion of airport improvements.
- 1.34. "Terminal Parking Area" means the public parking area for Aircraft adjacent to the public terminal building, as designated by Airport Management.
- 1.35. "Vehicle" means any device used primarily for the ground transportation of persons or property.
- 1.36. Abbreviations
 - A. Above Ground Level AGL
 - B. Air Industrial Park AIP
 - C. Airport Layout Plan ALP
 - D. Airport Traffic Pattern ATP
 - E. Common Traffic Advisory Frequency CTAF
 - F. Federal Aviation Administration FAA
 - G. Michigan Aeronautics Commission MAC
 - H. Michigan Department of Environmental Quality MDEQ
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ARTICLE ONE
DEFINITIONS/QUALIFICATIONS/REQUIREMENTS

1.01 **Definition of an Aviation Operator.**

An aviation Operator is defined as an entity engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations. The purpose of such activity may be to secure earnings, income, compensation, or profit, whether or not such objective(s) are accomplished.

Authorized activities by an Operator shall be strictly limited to any one or a combination of the following aeronautical services performed in full compliance with the specific standards for that activity as set forth herein:

- a) Aircraft sales (new and/or used)
- b) Airframe and power plant repair facilities
- c) Aircraft rentals
- d) Flight training
- e) Line services (aircraft fuels and oil dispersing)
- f) Specialized aircraft repair service - radios, propellers, instruments, and accessories.
- g) Aircraft charter and air taxi
- i) Specialized commercial flying services
- j) Aviation operators subleasing from another aviation operator (See Section 1.04(A)(8)).
- k) Warehouse type facilities utilizing air transportation and located on the airport
- l) Medical related equipment and supplies
- m) Other aviation related activities
- n) Airport Shuttle (Ground Transportation) Operator
- p) Any other activities not specifically provided for in these Minimum Standards, will be subject to negotiation.

1.02 **PRE-QUALIFICATION REQUIREMENTS.**

The prospective Operator shall submit, in written form, to the Airport Management, at the time of application, the following information, plus such other information as may be reasonably requested by the Airport Management:

- A) **Intended Scope of Activities.** Before being granted an operating privilege on the Airport, the prospective Operator must submit to Airport Management a detailed description of the intended activity(s), and the means and methods to be employed to accomplish the activity(s). This description shall include:

1. The services to be offered.
2. The amount of land to be rented or leased
3. The building space to be rented or constructed
4. The number of aircraft to be provided
5. The number of persons to be employed
6. The hours of proposed operation
7. The number and types of insurance coverage to be maintained

B) **Financial Responsibility**. The prospective Operator shall demonstrate the financial capability, backing and experience to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the proposed operation(s).

1.03 **GENERAL REQUIREMENTS:**

A) **Requirement of a Written Agreement**. Prior to the commencement of operations, construction of any new facility or renovation of an existing facility, the prospective Operator will be required to enter into a written agreement with Airport Management, which agreement will recite the terms and conditions under which Operator will operate the business on the Airport, including, but not limited to, the term of agreement; the rentals, fees, and charges including the lease from Airport Management of one (1) lot in the area designated for general aviation use on the Airport Master Plan and ALP; the rights, privileges and obligations of the respective parties; and other relevant covenants. Utilities will be brought by Operator, at its sole cost and expense, to its leased property and building at Operators sole cost and expense. Operator shall provide paved automobile parking area and spaces for employees and customers, at its sole cost and expense, on the leased property from Airport Management. Operator shall make and provide for paved apron for aircraft parking adequate to support the Commercial Operation or private use at its sole cost and expense. It should be understood that these Minimum Standards do not represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change, modify, or be inconsistent with these Minimum Standards.

B) **SITE DEVELOPMENT STANDARDS:**

1. **Physical Facilities**. The minimum space requirements shall be satisfied with one (1) building, attached buildings, or separate buildings on permanent foundations. All improvements to land and Airport, such as connecting taxi-lane or apron to the nearest taxi-lane, utilities, approaches, drain tiling, and fill dirt, will be provided at Operator's sole cost and expense. Mobile office facilities may be utilized on leased property, by special permission of Airport Management, providing the facility is in compliance with all rules, regulations, and ordinances of the Airport Management, FAA,

MDOT and Ray Township. All construction must be approved by Airport Management and other appropriate agencies.

2. **Engineering Standards.** No person shall make any alterations of any nature whatsoever to any buildings, ramp or other Airport space, nor erect any building or other structure without prior submission of a written request, including detailed plans and specifications, and have receipt of written permission from Airport Management. Prospective Operators shall comply with all building codes of Ray Township and shall deliver to the Airport Management "as built" plans upon completion. Alterations or construction must be submitted to the Federal Aviation Administration, Form 7460-1 (Notice of Proposed Construction and/or Alteration) and receive a favorable determination, prior to commencement of any construction.

C) **INSURANCE:**

1. Operator shall carry insurance as specified by the Airport Management and as further defined and negotiated by the Airport Management. Current certificates of all insurance policies must be placed on file with the Airport Management. All Commercial Liability Insurance shall include the Airport Management and MDOT as an additional insured.

1.04 **GENERAL LEASE CLAUSES:**

A) **For all Airport License Agreements:**

1. **Aircraft Service by Owner or Operator of Aircraft:** No right or privilege granted herein shall prevent any entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance repair and self-fueling) that it may choose to perform, subject to Airport Management rules and Regulations, MDOT restrictions and these Minimum Standards.
2. **Airport Development:** Airport Management reserves the right to further develop or improve the landing area of the Airport. If MDOT requires the physical development of the Airport and this requires the relocation of Operator-owned facilities, MDOT agrees to not only pay for these costs, but additionally provide a comparable location, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator.
3. **Airport Management and MDOT Rights:** Airport Management and MDOT reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport. Airport Management and MDOT shall have the right to regularly audit the financial records of all Operators. Airport Management and MDOT shall have the right to inspect all Operators

in order to establish proof of currency of all licenses, compliance with all laws, rules, regulations, and standards with which the Operator is required to comply. Airport Management and MDOT reserves the right to operate or conduct any or all aeronautical activities, as a part of airport operations, as necessary to benefit the Airport.

4. **Airport Obstructions:** Airport Management reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of Airport Management, would limit the usefulness of the Airport or constitute a hazard to aircraft.
5. **Subordination:** Airport leases shall be subordinate to the provisions of any existing or future agreement between Airport Management, MDOT and the United States, relative to the operation or maintenance of the Airport, 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.
6. **Compliance with Laws, Etc.:** The Operator shall at all times comply with the Airport Rules and Regulations, Federal, State, and local laws, ordinances, codes and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operation contemplated. The Operator shall procure and maintain during the term of the Agreement all licenses, permits, and other similar authorizations required for the conduct of his business operations.
7. **Misrepresentation:** All terms and conditions with respect to these Minimum Standards are expressly contained herein, and the Operator agrees that no representation or promise has been made with respect to these Minimum Standards not expressly contained herein.
8. **Subleasing:** If permitted in the lease between Operator and Airport Management, all or a portion of a leased area may be subleased to another Operator. No such Operator shall be exempt from these Minimum Standards.

B) **For Agreements which provide services to the Public:**

1. The Operating entity, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

facilities are constructed, maintained, or otherwise operated on the said property described in an Airport license agreement or lease for a purpose for which an Airport Management or MDOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operators shall maintain and operate such facilities and service in compliance with all other requirements imposed in federally assisted programs of the Airport Management, MDOT and Department of Transportation, and as said regulations may be amended.

2. The Operating entity, for itself, its heirs, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a) No person on the grounds of race, sex, color, marital status, 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) That 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, sex, color, marital status, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c) That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
3. The Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by their subpart. The Operator assures that it will require that its covered sub-organizations provide assurances to the Operator that they will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E., to the same effect.
4. Operator agrees to furnish service on a fair, equal and not unjustly discriminatory basis that is good, prompt, safe and efficient to all users

thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; PROVIDED, that Operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

None of the above provisions are required for a hangar license where space is used only for storing licensee's aircraft, and no services are provided to the public, however, the license must state the intended use, and stipulate that services to the public are prohibited.

Reference FAA Advisory Circular No. 150/5190-7, Minimum Standards for commercial aeronautical activities, and the Airport's Rules and Regulations, as may be amended.

ARTICLE TWO
FIXED BASE OPERATORS

2.01 Qualifications.

An Operator shall qualify as an FBO upon proof that the said Operator is a financially stable and responsible business enterprise. In addition, said Operator shall perform more than one operation as listed in Section 1.01 of these Minimum Standards. The Operator shall demonstrate that the premises from which it operates at the Airport and the personnel employed by it comply with the following requirements, as appropriate to the conduct of Operator's business.

2.02 Minimum Area

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for the type of operations proposed. Such space shall include an office area, parking for employees and customers, a public telephone, and properly lighted and heated restrooms for customers and employees.

In the event said building is new construction, the land area to be leased shall include a minimum of four (4) times the building footprint.

Building shall include a general aviation service hangar area sufficient for intended use. Ramp area constructed shall be a minimum of 1.5 times the area of hangar.

2.03 Personnel

Provide employees with the proper training and certifications for the operations proposed.

2.04 Equipment

Provide the equipment necessary to perform the operations proposed.

2.05 Hours of Operation

The Operator shall post and maintain hours of operation convenient to customers.

2.06 Insurance

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management.

ARTICLE THREE
AIRCRAFT SALES

Any aeronautical service desiring to engage in the sale of new or used aircraft must lease or provide as a minimum the following:

3.01 Minimum Area.

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, flight planning, customer lounge area, aircraft parking, and auto parking for customers and employees. Operator shall provide properly lighted and heated restrooms for customers and employees.

3.02 Personnel.

The Operator shall provide one (1) or more persons holding a current FAA Pilot Certificate and ratings appropriate for the type of aircraft to be demonstrated. Provision must be made for the office to be attended during posted business hours.

3.03 Parts and Service.

The Operator shall have access to an adequate supply of parts and servicing facilities to provide maintenance service to customer's aircraft.

3.04 Hours of Operation.

The Operator shall provide at least eight (8) hours of operation per day at least five (5) days per week throughout the year.

3.05 Insurance.

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management.

ARTICLE FOUR
AIRFRAME AND/OR POWERPLANT REPAIR
OTHER SPECIALIZED AIRCRAFT MAINTENANCE SERVICES

Any service desiring to engage in airframe and/or power plant repair or other specialized aircraft maintenance services shall provide as a minimum the following:

4.01 Minimum Area.

The Operator shall construct a building or lease all or a portion of an existing building to provide suitable facilities for office space, aircraft parking, and auto parking for customers and employees. Operator shall provide properly lighted and heated restrooms for customers and employees. All Operators wishing to construct a building or hangar on Airport Property must obtain written approval from the Airport Management and MDOT.

4.02 Personnel.

The Operator shall provide a minimum of one (1) person properly certificated by the FAA or other regulatory agency with appropriate ratings for work to be performed.

4.03 Equipment.

The Operator shall provide sufficient equipment, supplies, and parts availability to perform maintenance in accordance with manufacturer recommendations or equivalent on various types of based aircraft.

4.04 Hours of Operation.

The Operator shall operate at least eight (8) hours per day and at least five (5) days per week throughout the year post and maintain these hours of operation to customers, with provisions for emergency mechanical service on-call during weekends and holidays.

4.05 Insurance.

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management.

ARTICLE FIVE
AIRCRAFT RENTAL

Any service desiring to engage in the rental of aircraft to the public shall provide as a minimum the following:

5.01 Minimum Area.

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, flight planning, pilot supply sales, customer lounge area, aircraft parking, and auto parking for customers and employees. The Operator shall provide properly lighted and heated restrooms for customers and employees. A telephone shall be supplied for flight plans, weather briefings, or other flight related uses.

5.02 Personnel.

Provide one (1) person or employee holding a current FAA Commercial Pilot Certificate with appropriate ratings with the proper training and certifications for the operations proposed.

5.03 Aircraft.

The Operator shall own or have the exclusive lease and the right to operate, through written agreement, at least one (1) aircraft equipped for flight under instrument conditions. Aircraft to be maintained in accordance with all applicable FAA regulations. A copy of any written agreement to operate an aircraft for the satisfaction of this Minimum Standard shall be provided to Airport Management.

5.04 Aircraft Maintenance.

The Operator shall maintain all aircraft owned or under control through written agreements according to current Federal Aviation Regulations.

5.05 Hours of Operation.

The Operator shall operate at least eight (8) hours per day and at least six (6) days per week throughout the year and post and maintain hours of operation for customers.

5.06 Insurance.

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management.

ARTICLE SIX
FLIGHT INSTRUCTION

All independent flight instructors, defined as giving instruction only in student owned aircraft, are exempt from this article of the Minimum Standards. All other Operator's desiring to engage in flight instruction shall provide as a minimum the following:

6.01 Minimum Area.

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, flight planning, pilot supply sales, customer lounge area, aircraft parking, and auto parking for customers and employees. The Operator shall provide properly lighted and heated restrooms for customers and employees. A telephone shall be supplied for flight plans, weather briefings, or other flight related uses.

6.02 Certification.

In accordance with Federal Aviation Administration and Michigan Aeronautics Commission Rules and Regulations.

6.03 Personnel.

The Operator shall provide a minimum of one (1) person certified by the FAA as a Certified Flight instructor with proper ratings to cover training required. Additional persons to provide attendance and services for office purposes during posted working hours.

6.04 Aircraft.

The Operator shall own or have the exclusive right to operate through a written agreement, at least one (1) aircraft equipped for flight under instructional conditions. A copy of any written agreement to operate an aircraft for the satisfaction of this Minimum Standard shall be provided to Airport management. Aircraft shall be maintained in accordance with all applicable FAA regulations.

6.04 Hours of Operation.

The Operator shall be available on an on-call basis during daylight hours, seven (7) days per week and post and maintain hours of operation to customers.

6.05 Insurance.

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management.

ARTICLE SEVEN
AIR TAXI OR CHARTER SERVICE

Any Commercial Operator desiring to engage in air taxi or charter service shall, in addition to meeting all provisions of either the Federal Aviation Regulation (FAR) Part 135 or (FAR) part 121 Air Taxi/Carrier criteria and provide and present a valid copy of the applicable certificate to Airport Management, provide as a minimum the following:

7.01 Minimum Area.

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, flight planning, customer lounge area, aircraft parking, and auto parking for customers and employees. Operator shall provide properly lighted and heated restrooms for customers and employees.

7.02 Personnel.

The Operator shall provide a minimum of one (1) person holding a current FAA Commercial Pilot Certificate appropriately rated to conduct air service offered. Additional personnel as required to attend office during normal working hours.

7.03 Aircraft.

The Operator shall own or have the exclusive right to operate, through a written agreement, at a minimum of one (1) aircraft equipped for flight in accordance with Federal Aviation Regulations and services to be provided. Non-owned aircraft must have an exclusive lease in writing. A copy of any written agreement to operate an aircraft for the satisfaction of this Minimum Standard shall be provided to airport Management.

7.04 Hours of Operation.

The Operator shall maintain at least eight (8) hours of operation per day and at least five (5) days per week, with provisions for on-call service during non-working hours, weekends and holidays.

7.05 Insurance.

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management

ARTICLE EIGHT
AIRCRAFT FUELS AND
DISPENSING SERVICE

8.01 Fixed Base Operator.

Any Operator desiring to dispense fuel or provide fueling services must comply with FBO requirements detailed in Section 2.01

8.02 Minimum Area.

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, customer lounge area, aircraft parking, and auto parking for customers and employees. The Operator shall provide properly lighted and heated restrooms for customers and employees. A public telephone shall be supplied for flight plans, weather briefings, or other public uses.

8.03 Aviation Fuel

Any operator who desires to have aviation fuel delivered to and from the Airport for sale or personal use on the Airport must enter into an “Aviation Fuel Agreement” with the Airport Management. The Operator shall be governed by the additional requirements set forth in the agreement. All fueling activities and agreements shall comply with any approved SWPPP and/or SPCCP on file with the Airport Management and MDOT.

The trucks, pumps, storage tanks and all other facilities of an operator who dispenses aviation fuels and oil shall be subject to the approval of the Airport Management and the inspection of the Ray Township Fire Department. Such installations shall comply with all applicable state, county and local regulations. All fueling activities and agreements shall comply with any approved SWPPP and/or SPCCP on file with the Airport Management and MDOT.

Any operator who offers aviation fuels and oil for sale to the public shall carry insurance covering public liability, property damage and products according to Airport Management’s requirements.

Only operators who have entered into an “Aviation Fuel Agreement” with Airport Management are authorized to sell and dispense aircraft fuels.

Airport tenants and aircraft owners who desire to have aviation fuel delivered to aircraft or storage tanks on the Airport shall obtain the written fuel and/or service agreements solely from Airport Management authorized fuel concessionaires who have current authorized Aviation Fuel Agreements with Airport Management

8.04 Personnel.

The Operator shall provide one or more persons trained in the servicing of aircraft on duty during posted working hours.

8.05 Equipment.

The Operator shall provide minimum fixed fuel storage of at least 10,000 gallons of 100LL aviation gasoline and at least 10,000 gallons of Jet-A fuel. Additional equipment as required to perform services in Paragraph 8.05.

8.06 Services Required.

The Operator shall provide the following services:

- a. Fuel service for 100LL.
- b. Fuel service for Jet-A
- c. Portable pre-heaters.
- d. Tow vehicles.
- e. Environmental fuel spill equipment

8.07 Hours of Operation.

The Operator shall post and maintain hours of operation convenient to customers. Hours shall be not less than eight (8) hours per day, seven (7) days per week.

8.08 24-7 Self-Serve Operations.

The Operator shall provide self-serve payment controls and a minimum of two (2) above ground double steel wall fixed fuel storage tanks or self-contained spill proof tanks with a combination of at least 10,000 gallons of 100LL aviation gasoline and at least 10,000 gallons of Jet-A fuel. Additional equipment as required to perform services shall be listed in the Fuel Concession Agreement.

8.09 Insurance.

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management in the Fuel Concession Agreement.

8.10 Commercial/Non-Commercial Compliance with Fire/Safety Standards.

All Commercial Operators, or non-commercial operators authorized to conduct business or operate at the Romeo State Airport shall comply with the Airport's "Fire Safety/Fuel Handling Standards" considered a part of these Minimum Standards.

ARTICLE NINE
RADIO, INSTRUMENT OR PROPELLER SERVICE

Any Commercial Operator desiring to provide radio, instrument, or propeller service shall as a minimum, provide the following:

9.01 Personnel.

One (1) qualified repairman to provide services as defined in FAA and MAC rules and regulations.

9.02 Hours of Operation.

At least eight (8) hours per day and at least five (5) days per week, with provisions for on-call service during non-working hours, weekends and holidays.

9.03 Equipment.

Sufficient equipment and supplies shall be maintained in accordance with the terms of the Repair Station Certification.

9.01 Insurance Coverage.

- a. Comprehensive Public Liability and Property Damage.
- b. Products and Completed Operations Liability.

ARTICLE TEN
AERIAL APPLICATIONS

Any Commercial Operator desiring to engage in aerial application operations must provide as a minimum the following:

10.01 Personnel.

One (1) person holding a current FAA Commercial Pilot Certificate, properly rated for the aircraft to be used and meeting the requirements of FAA regulations and applicable regulations of the state.

10.02 Aircraft.

Own or have the exclusive right to operate, through a written agreement, at least one (1) aircraft meeting all of the requirements of applicable FAA regulations and requirements of the state. A copy of any written agreement to operate an aircraft for the satisfaction of this Minimum Standard shall be provided to Airport Management.

10.03 Certification.

Hold an Agricultural Aircraft Operator Certificate issued by the FAA and comply with requirements of the state and political subdivisions thereof.

10.04 Facilities.

A segregated chemical storage area protected from public access, which meets federal and state environmental standards.

10.05 Hours of Operation.

Available on at least an on-call basis during daylight hours of the normal aerial application season

ARTICLE ELEVEN
SPECIALIZED COMMERCIAL FLIGHT SERVICES

Services desiring to engage in specialized commercial air activities such as, but not limited to the following: Non-stop sightseeing flight that began and ended at the same airport, Banner towing and aerial advertising; aerial photography or survey; firefighting or fire patrol; power line or pipeline patrol; any other operations specifically excluded from Part 135 of the FAA Regulations, shall comply with the following minimums.

11.01 Minimum Area.

The Operator shall construct a building or lease a portion of a building to provide suitable facilities for office space, flight planning, aircraft parking, and auto parking for customers and employees. The Operator shall provide properly lighted and heated restrooms for customers and employees.

11.02 Insurance.

The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by Airport Management.

And any other operations specifically excluded from Part 135 of the Federal Aviation Regulations shall provide as a minimum the following:

PERSONNEL – One (1) person holding a current FAA Commercial Pilot Certificate with appropriate ratings for the aircraft to be flown.

AIRCRAFT – Own or have the exclusive right to operate, through a written agreement, at least one (1) properly maintained, FAA-certificated aircraft. A copy of any written agreement to operate an aircraft for the satisfaction of this Minimum Standard shall be provided to Airport Management.

ARTICLE TWELVE
MULTIPLE SERVICES

Any Commercial Operator desiring to engage in two (2) or more Commercial Operations must provide as a minimum the following before offering the service:

12.01 Personnel.

Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.

12.02 Aircraft.

Aircraft may serve multiple uses.

12.03 Equipment.

All equipment required for each service must be provided.

12.04 Service.

All service required for each activity must be provided during hours of operation specified.

12.05 Hours of Operation.

Operators will adhere to hours specified for the appropriate single activity.

12.06 Notification.

Notification must be given in writing to Airport Management prior to offering and immediately following discontinuance of the service.

ARTICLE THIRTEEN
FLYING CLUBS

All flying clubs desiring to base their aircraft on the Airport must obtain an Operating License from the Airport Management and meet the following requirements:

- A. Each club must be a non-profit corporation or association.
- B. Each member must be a bona fide owner of the aircraft or a stockholder in the corporate owner.
- C. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance, and replacement of its aircraft.
- D. The club must file with the Airport Management current membership and club's officer's list and the current club mailing address.
- E. The club's aircraft will not be used by other than bona fide members for rental and by no one for commercial operations.
- F. Each aircraft owned by the flying club must carry insurance as specified by the State of Michigan Office of Aeronautics. Certificates of all policies must be placed on file with the Airport Management and upon renewal.

ARTICLE FOURTEEN
FEES

Except as otherwise provided, landing and use fees shall be charged for all transient aircraft using the landing or parking facilities at the Airport. All weights are based on Maximum gross takeoff weight as established by the FAA.

The following aircraft shall be exempt from landing fees:

- A. Aircraft less than 7,500 pounds gross weight.
- B. Aircraft belonging to Federal, State or foreign governments.
- C. "Based aircraft" which shall include aircraft based at the Airport but not scheduled airlines.

Fee Schedule.

<u>Weight</u>	<u>Fees</u>
7,501--30,000	\$15.00
30,001--50,000	\$35.00
50,001--100,000	\$55.00
Over 100,000	\$105.00

Ramp Fees. Payment of a landing fee shall include parking on the ramp for a period of six hours. Additional charges are as follows:

Under 24 hours	no charge
24 hours (1 st day) and each succeeding day or fraction thereof	\$5.00

ARTICLE FIFTEEN
ADOPTION AND AMENDMENT
TO MINIMUM STANDARDS

15.01 ADOPTION

These Minimum Standards shall become effective as of February 1, 2014.

15.02 AMENDMENT

Airport Management, with MDOT approval, reserves the right to amend these Minimum Standards at its own discretion.

Prior to all amendments, a written comment period of sixty (30) days will transpire for all proposed amendments. Proposed amendments will be distributed by certified mail to all Operators at the Airport affected by the Minimum Standards, for comment on proposed amendment(s).

ARTICLE SIXTEEN
VIOLATIONS

In the event that the individual, group of individuals or club fails to comply with these conditions, Airport Management will notify the individual, group of individuals or club in writing of such violations. If the individual, group of individuals or club fails to correct the violations within the time specified, the Airport Management may take any action deemed advisable by the State of Michigan-Office of Aeronautics, to include revocation of Self Fueling permit and/or Operating License.