

AGENDA
HASTINGS CITY / BARRY COUNTY AIRPORT COMMISSION
REGULAR MEETING
September 25, 2019

1. Call to Order at 4:30 p.m. at the Airport Terminal Building.
2. Pledge of Allegiance
3. Roll Call
4. *Approval of Agenda
5. **Limited Public Comment
6. *Approval of the minutes of the August 28, 2019 Regular Meeting of the Airport Commission.
7. Financial Reports
 - A. *Consider approval of the August 2019 Financial Reports
8. Old Business
 - A. Open bids for tractor
9. New Business
 - A. *Discussion on updating Rules and Regulations.
 - B. *Discussion on rewriting 30-Day lease agreement.
 - C. Discussion on creating proposal for retaining the services of an attorney for the Airport.
10. Airport Manager's Report
11. Board Comments
12. ** Limited Public Comment
13. Adjournment

* Indicates Attachment

**** Guidelines for Public Comment**

Public Comments is welcomed and appreciated. Please follow these simple guidelines to ensure all have an opportunity to be heard.

All comments and questions will be made through the chair. All comments will be made in a courteous and civil manner; profanity and personal attacks will not be tolerated. Please limit the length of your comments to 3 minutes. If you are a member of a group, please appoint a spokesperson to speak on behalf of the group (those speaking on behalf of a group may be provided additional time). Please state your name before offering comment.

Hastings City/Barry County Airport Commission

Draft Meeting Minutes

August 28, 2019

1. **Call to order.** The meeting was called to order by Chairperson Holley at 4:30 pm.
2. **Pledge of Allegiance.** Holley led those present in the recitation of the Pledge of Allegiance.
3. **Roll Call.** Roll was taken. Present: Smelker, Bowers, and Holley. Absent: Conner and Tossava.
4. **Approval of the Agenda.** Holley asked for any additions or amendments to the agenda. None presented.

Motion by Bowers, second by Smelker to approve agenda for today's meeting.

In favor: Smelker, Bowers, and Holley

Opposed: None

Absent: Conner and Tossava

5. Limited Public Comment.

Randy VanLiere had several points to share:

1. Missed last meeting. Noted that Farmer Haywood through hole in fence. By law can only access airport using designated drive. The hole is 200 ft. from coded gate. Should fix hole or place a gate. Noteboom noted that the hole has been there a long time, there is a wire that is supposed to be placed across the opening. Noteboom will make sure wire is back in place.
2. Two months ago, VanLiere asked if taxpayer dollars would be used if a lawsuit is filed. Need to keep track of tax dollars. Holley stated that cannot say if taxpayer dollars will be used. It depends if the lawsuit is against the Board then yes, if against manager then no.
3. VanLiere asked if a statement was made that all cars, boats, tractors, etc. Noteboom never made that statement. There continues to be storage, but if the hanger is needed for an airplane the renters are asked to leave. It has happened at least two times this year.
4. VanLiere noted that the New Holland Tractor had a reserve set at \$10,000. Asked if an appraisal was completed to determine the reserve. Noteboom stated that an appraisal was not done, could not get a price from a dealer. The sale was not done through an

auction, it when through the noticing processes. It was determined to not use the auction because there was a cost to deliver the tractor and a cost to bring back if it was not sold.

5. VanLiere noted that it was on last month's meeting that the new airport manager would be trained by the existing. Asked if this means the new airport manager is being chosen by the current manager. Bowers said no.

6. **Approval of the Minutes.** Holley asked for comments regarding the draft minutes of the June 26, 2019 and July 24, 2019 regular meetings and the July 24, 2019 closed session meeting of the Airport Commission.

Smelker noted that both sets of regular meeting minutes referenced "Mark Brown" and should have been Michael Brown.

Motion by Smelker, second by Bowers to approve the minutes of the June 26, 2019 and July 24, 2019 regular meetings of the Airport Commission as amended.

In favor: Smelker, Bowers, and Holley

Opposed: None

Absent: Conner and Tossava

Motion by Smelker, second by Bowers to approve the minutes of the July 24, 2019 closed session meeting of the Airport Commission as presented.

In favor: Smelker, Bowers, and Holley

Opposed: None

Absent: Conner and Tossava

7. **Financial Reports.** Michael Brown gave a summary and answered questions regarding the financial statements that were provided to the Airport Commission.

Motion by Bowers, second by Smelker to accept and place on file the July 2019 Financial Reports

In favor: Smelker, Bowers, and Holley

Opposed: None

Absent: Conner and Tossava

8. **Old Business.** Holley noted that there was not any old business to discuss.

9. New Business. Holley asked for any new business.

A. Open bids for tractor.

Board asked if all bids had been forwarded. Noteboom responded yes.

One bid was presented and opened. \$6,500 for the New Holland Tractor presented by Mark Noteboom.

Motion by Smelker, second by Bowers to publish the bid one more time for two weeks.

In favor: Smelker, Bowers, and Holley

Opposed: None

Absent: Conner and Tossava

10. Airport Manager's Report. Holley introduced discussion regarding the Airport Manager's report for August 2019. Noteboom noted that the new lawnmower has been received. MDOT inspector completed an inspection of the airport. Noted that some trees needed to be trimmed on Airport Rd. Bennett's Tree Service has completed for \$1,400. The inspector will be back in again in September to follow up on any issues that were noted in inspection. According to Noteboom, Bryon Budds was also on the inspection and stated that there were not issues with nonaviation person on property. Budds stated "If all airports were like this one he would have no issues." HFA approved \$575 towards new yellow cones around Tetrahedron. Airport would have to pick up the rest of the cost, could be up to \$500.

11. Board Comment. Holley asked for additional comments from the Airport Commission. Smelker asked about getting the part of the Airport Manager's Agreement that states the current airport manager will train the new manager. Noteboom noted that was added by the Board in the meeting they adopted the new agreement, should be in the minutes.

12. Limited Public Comment. Holley asked for limited comment from the public.

Randy VanLiere suggested that the new airport manager should be an employee of the City or County. This would alleviate the risk of a contractor getting the airport into legal issues.

13. Adjournment. Motion by Smelker, second by Bowers to adjourn at 4:57pm.

Motion carried

revstat.rpt
09/18/2019 2:50PM
Periods: 8 through 8

Revenue Status Report

Page: 1

BARRY COUNTY
8/1/2019 through 8/31/2019

295 AIRPORT FUND

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
000 DEPT					
000-580-000 CONTRIBUTIONS FROM LOCAL UNITS CONT	0.00	0.00	0.00	0.00	0.00
000-608-000 HANGER RENT & TIE DOWN FEES	130,000.00	10,078.75	106,120.15	23,879.85	81.63
000-608-010 NEW HANGER RENT	0.00	0.00	0.00	0.00	0.00
000-609-050 OTHER	1,000.00	0.00	0.00	1,000.00	0.00
000-648-000 SALE OF GAS	182,784.00	20,360.86	115,289.96	67,494.04	63.07
000-675-000 DONATIONS	0.00	0.00	0.00	0.00	0.00
000-679-000 MISC REVENUE	3,500.00	394.56	2,870.08	629.92	82.00
000-679-010 MISC REIMBURSEMENT	0.00	0.00	345.55	-345.55	0.00
Total AIRPORT FUND	317,284.00	30,834.17	224,625.74	92,658.26	70.80
 Grand Total	 317,284.00	 30,834.17	 224,625.74	 92,658.26	 70.80

Page: 1

expstat.rpt
09/18/2019 2:51PM
Periods: 8 through 8

Expenditure Status Report

Page: 1

BARRY COUNTY
8/1/2019 through 8/31/2019

295 AIRPORT FUND

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
895 AIRPORT						
895-708-000 CONTRACTUAL SALARIES	79,000.00	6,583.33	52,666.64	0.00	26,333.36	66.67
895-727-000 OFFICE SUPPLIES	550.00	0.00	409.14	0.00	140.86	74.39
895-729-000 POSTAGE	180.00	0.00	90.22	0.00	89.78	50.12
895-734-000 SALES TAX	10,200.00	426.44	2,305.00	0.00	7,895.00	22.60
895-745-000 GAS & OIL	300.00	0.00	0.00	0.00	300.00	0.00
895-748-000 OTHER SUPPLIES	400.00	0.00	299.31	0.00	100.69	74.83
895-802-010 ARCHITECT/ENGINEERING FEES	0.00	0.00	0.00	0.00	0.00	0.00
895-806-000 LEGAL FEES	500.00	2,833.95	3,389.15	0.00	-2,889.15	677.83
895-807-000 DUES-SUBSCRIPTIONS	50.00	0.00	36.00	0.00	14.00	72.00
895-808-000 CONTRACTUAL SERV/SNOW PLOWING	0.00	0.00	0.00	0.00	0.00	0.00
895-809-000 SERVICE CONTRACTS	1,250.00	0.00	0.00	0.00	1,250.00	0.00
895-816-000 CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
895-851-000 TELEPHONE & FAX	1,680.00	141.70	1,119.20	0.00	560.80	66.62
895-910-000 INSURANCE	6,600.00	0.00	1,319.45	0.00	5,280.55	19.99
895-921-000 UTILITIES	10,000.00	858.29	8,280.00	0.00	1,720.00	82.80
895-925-000 TRASH PICKUP	700.00	0.00	50.00	0.00	650.00	7.14
895-931-000 BUILDING REPAIRS & MAINTENANCE	2,500.00	496.94	635.96	0.00	1,864.04	25.44
895-932-000 EQUIPMENT REPAIRS & MAINT	3,000.00	163.00	2,628.69	0.00	371.31	87.62
895-960-000 MISCELLANEOUS EXPENSES	500.00	46.98	93.96	0.00	406.04	18.79
895-960-100 BANK OR CREDIT CARD FEES	8,400.00	613.60	3,540.06	0.00	4,859.94	42.14
895-974-000 CAPITAL OUTLAY/LAND IMPROVEMENTS	3,500.00	1,424.56	1,624.56	0.00	1,875.44	46.42
895-975-000 CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
895-976-000 CAPITAL OUTLAY/5 YEAR MATCH	3,500.00	0.00	0.00	0.00	3,500.00	0.00
895-977-000 CAPITAL OUTLAY/MACHINERY & EQUIPMENT	9,524.00	6,524.00	-1,331.93	0.00	10,855.93	13.98
895-979-000 CAPITAL OUTLAY/YARD & BUILDING	7,000.00	0.00	44,235.34	0.00	-37,235.34	631.93
895-979-010 GAS TANK	154,000.00	19,960.90	100,338.60	0.00	53,661.40	65.15
895-990-000 AIRPORT LOAN PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total AIRPORT FUND	303,334.00	40,073.69	221,729.35	0.00	81,604.65	73.10

Page: 1

Invoice #	Inv. Date	Account Number	Description	Invoice Amount	Check Number	Check Date
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295 AIRPORT FUND

895 AIRPORT
295-895-708-000

041972	NOTEBOOM CONSTRUCTION &, MANAGEM	130a	08/01/2019	295-895-708-000	AIRPORT/AUGUST	\$6,583.33	310976	08/01/2019	C
ACCOUNT TOTAL						6,583.33			
DEPARTMENT TOTAL						\$6,583.33			
023425	STATE OF MICHIGAN	2019/7A	08/06/2019	295-895-734-000	AIRPORT/FUEL- CONF#300015106088	\$426.44	311139	08/08/2019	C
ACCOUNT TOTAL						426.44			
DEPARTMENT TOTAL						\$426.44			
007717	COHL, STOKER, & TOSKEY, P.C.	50412-A	08/06/2019	295-895-806-000	AIRPORT/LEGAL COUNSEL- JUNE	\$2,313.55	311050	08/08/2019	C
007717	COHL, STOKER, & TOSKEY, P.C.	50499	08/20/2019	295-895-806-000	AIRPORT/LEGAL COUNSEL	\$520.40	311402	08/22/2019	C
ACCOUNT TOTAL						2,833.95			
DEPARTMENT TOTAL						\$2,833.95			
023000	AT&T	269945555007-G	08/01/2019	295-895-851-000	AIRPORT	\$141.70	310921	08/01/2019	C
ACCOUNT TOTAL						141.70			
DEPARTMENT TOTAL						\$141.70			
051099	JIM'S PICKUP SERVICE	864	08/13/2019	295-895-921-000	AIRPORT/AUGUST- JCOM0050	\$50.00	311314	08/15/2019	C
008300	CONSUMERS ENERGY, PAYMENT CENTE	03052672126	08/20/2019	295-895-921-000	AIRPORT	\$18.54	311403	08/22/2019	C
014546	GREAT LAKES ENERGY	903	08/20/2019	295-895-921-000	AIRPORT	\$789.75	311415	08/22/2019	C
ACCOUNT TOTAL						858.29			
DEPARTMENT TOTAL						\$858.29			
041972	NOTEBOOM CONSTRUCTION &, MANAGEM	865	08/13/2019	295-895-931-000	AIRPORT/POWER GATE MOTHERBOA	\$475.00	311333	08/15/2019	C
044500	ANDERSON, MARK	896	08/20/2019	295-895-931-000	AIRPORT/STOP SIGNS	\$21.94	311387	08/22/2019	C
ACCOUNT TOTAL						496.94			
DEPARTMENT TOTAL						\$496.94			
053616	TURBINE CONVERSIONS LTD.	31-1959	08/07/2019	295-895-932-000	AIRPORT/REPLACEMENT CABLES- 4	\$163.00	311153	08/08/2019	C
ACCOUNT TOTAL						163.00			
DEPARTMENT TOTAL						\$163.00			
029050	REMINDER, THE	295985	08/06/2019	295-895-960-000	AIRPORT/ZERO TURN MOWER BIDS	\$46.98	311127	08/08/2019	C
ACCOUNT TOTAL						46.98			
DEPARTMENT TOTAL						\$46.98			
048744	TRACTOR SUPPLY CO., HASTINGS AIRPORT	819473	08/20/2019	295-895-974-000	AIRPORT- HEX SET/ROD PLATED/BUI	\$24.56	311463	08/22/2019	C
049196	BENNETT'S TREE SERVICE	200031	08/28/2019	295-895-974-000	AIRPORT/TREE TRIM- N. SIDE OF RD	\$1,400.00	311545	08/29/2019	C
ACCOUNT TOTAL						1,424.56			
DEPARTMENT TOTAL						\$1,424.56			

Invoice #	Inv. Date	Account Number	Description	Invoice Amount	Check Number	Check Date
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295 AIRPORT FUND

895 AIRPORT
295-895-977-000

040885	VERN'S REPAIR & SPORT	28289	08/14/2019	295-895-977-000	AIRPORT/SIMPLICITY COBALT MOWI	\$6,524.00	311369	08/15/2019	C
						ACCOUNT TOTAL	6,524.00		
						DEPARTMENT TOTAL	\$6,524.00		
046076	AVFUEL CORP.	012478732	08/13/2019	295-895-979-010	AIRPORT/AVGAS	\$15,119.30	311255	08/15/2019	C
046076	AVFUEL CORP.	012503017	08/14/2019	295-895-979-010	AIRPORT/JET A FUEL	\$4,841.60	311255	08/15/2019	C
						ACCOUNT TOTAL	19,960.90		
						DEPARTMENT TOTAL	\$19,960.90		
						FUND TOTAL	\$39,460.09		
Add Bank/credit card fees						<u>613.60</u>			
						TOTAL	\$40,073.69		

Hastings City/ Barry County Airport Commission

Rules and regulations for Hastings airport

Adopted: March 25th 2015

CHAPTER 1: GENERAL

Section 100.1 Definitions

The following definitions shall apply to these RULES AND REGULATIONS:

- A. “Aircraft.” Shall mean any contrivance now known hereafter invented, used or designed for navigation of, or flight in the air
- B. “Airport shall mean all real property and real property rights , including easements and rights of way , belonging to the Hastings Airport, including areas not used for aeronautical purposes, and including it’s related land, facilities, appurtenances and improvements
- C. “Airport commissions” shall mean the governing body when is lawfully empowered to exercise legal control over the Hastings airport
- D. “Airport Manager” shall mean the manager of the Hastings Airport as appointed by the airport commission
- E. “Airport Management” shall mean the management staff of Hastings City/Barry county Airport including Airport Manager, assistant manager and any subordinate department managers that may be employed by the airport commissions
- F. “Airport operations area” or “AOA” shall mean the restricted, area not open to the general public, where aircraft surface operations and parking take place.
- G. “Airport Ramp”/”Ramp” Means all aircraft parking areas designated for the loading, unloading, servicing, taxiing or parking aircraft or allied servicing equipment.
- H. “Building Sites”/ “Sites” Shall mean any lot, or portion thereof; or two (2) or more contiguous lots or portions thereof, of parcel of land upon which a building or buildings and appurtenant structures, including landscaping, may be erected in conformance with the requirements of RULES AND REGULATIONS FOR HANGERS BUILDINGS AND LEASED PREMISES.
- I. “Combustible liquid” means any liquid having a flash point at or above 100 degrees F and below 200 degrees F.
- J. “Commercial operator” shall mean person or entity engaged in commercial operation
- K. “Commercial operation” shall mean any revenue producing activity conducted on Hastings Airport property, including the exchange, trading, buying, hiring or selling of commodities, goods, services or property of any kind.
- L. “Commercial Aviation Operation” shall mean any revenue producing aviation activity, including, but not limited to flight instruction, Aircraft rental, aircraft maintenance and repair and air charter services.

- M. “commercial operating agreement” shall mean any agreement between Hastings City /Barry County Airport commissions and any person or entity providing goods and / or services with a right to profit by a specified activity being conducted on Hastings Airport property
- N. “Doping” means the application of preparation to strengthen and tighten aircraft fabric.
- O. “Emergency Vehicle” shall mean any police, fire, ambulance or EMT and/ or any vehicle transporting and authorized airport official or employee in response to an emergency call.
- P. “flammable liquid” shall mean any liquid that emits a flammable vapor at or below a temperature of 100 degrees Fahrenheit, as determined by flash point from a Tagllabue open cup tester, and shall include and other combustible liquids now used for aircraft fuels.
- Q. “Flight School” shall mean any person, persons, corporation, or organization providing flight training at Hastings Airport as defined by the Michigan aeronautics code.
- R. “flying Club” shall mean a non profit organization or association having three(3) or more members all of which are owners or stockholders in the corporation or association owning the club’s Aircraft and having it’s primary purpose the use of such Aircraft for the personal use and enjoyment of its members.
- S. “Hangar” shall mean any buildings used primarily for storage of Aircraft.
- T. “Hangar Approach” shall mean the straight path usually about 30 feet in length connecting a taxi-lane or taxiway to a hanger, intended solely for movement of aircraft in and out of the Hangars.
- U. “Hangar Area” shall mean the area from which time to time is designated by the airport commissions for construction and operation of hangers.
- V. “Hazardous Materials” shall mean a substance or material in a quantity or form that may pose an unreasonable risk to health or safety, or property when stored transported or used in commerce as defined by the U.S Department Of Transportation or the Environmental Agency
- W. “Landing Field” shall mean ramps, taxiways, runways and grass surroundings same as designated by the airport commissions and/or airport management
- X. “Person” shall mean any individual, firm partnership, corporation, company or association and shall include any director, trustee, receiver, agency or similar representative thereof.
- Y. “Property Line” shall mean ever separation which marks the confines or line of division of two (2) contiguous sites within the Hastings Airport; every separation which marks the line of division between a site and a public way; every separation which marks the line of division between a site and a taxiway; and every separation which marks the confines or lines or division between the site(s) and surrounding area.
- Z. “Restricted Area” shall mean any area of the airport not open to the general public.

- AA. “Signs” shall mean any structure, device or contrivance, electric, and all parts thereof which are erected or used for advertising or other purposes upon, or within which any power, bill, bulletin, printing, lettering, painting, device or any other advertising or information of any kind or nature is used, placed, painted, posted, tacked, nailed, pasted or otherwise fastened or affixed.
- BB. “Structures and improvements” shall mean and include Hangers, buildings, out buildings, parking areas, loading areas, Aircraft ramp areas, fences, walls and illumination facilities.
- CC. “Taxilanes” shall mean those Aircraft rights-of-way so designated by the Airport commission and/or Airport Management, specifically serving individual Hangers and not intended to be used by transient Aircraft.
- DD. “Taxiways” shall mean those Aircraft rights-of-way so designated by the Airport Commission and/or Airport Management, connecting to a runway, thereby serving all Aircraft based on, or using the Hastings Airport, and essential to the use and operation of the Airport.
- EE. “Tenant” shall mean a Person, corporation, or any other entity who occupies, rents, or leases property on the Airport or who is authorized to conduct Commercial Operations of any kind upon the Airport.
- FF. “Terminal Building” shall mean that building provided by the Airport Commission to serve the flying and non flying public at the Airport.
- GG. “Terminal Vehicle Parking Area” Shall mean that paved area at the Terminal Building designated by Airport Management for the parking of road vehicles by the general public. Areas may be designated as “Short Term Parking” meaning less than 24 hours, or “Long Term Parking” parking for periods that may be greater than 24 hours.
- HH. “Ultralight” shall mean an Aircraft which meets the requirements of and/or definition as set forth in 14 CFR 103 and includes aircraft commonly known as ultralights and/or powered parachutes.
- II. “Vehicle” shall mean any device used primarily for the ground transportation of Persons or Property.

Section 100.2 Abbreviations.

- AOA “Airport Operations Area”
- ASC “Aero Sports Connection”
- AGL “Above Ground Level”
- BFI “Basic Flight Instructor rating” {for Ultralights}
- CATF “Common Traffic Advisory Frequency”
- DEQ “Michigan Department of Environmental Quality”
- EAA “Experimental Aircraft Association”
- ELT “Emergency Locator Transmitter”
- EPA “Environmental Protection Agency”
- FAA “Federal Aviation Administration”
- FAR “Federal Aviation Regulation”
- FOD “Foreign Object Debris”/“Foreign Object Damage”
- MAC “Michigan Aeronautics Commission”

NACO “National Aeronautical Charting Office”
NAPA “National Fire Protection Agency”
USDOT “United States Department of Transportation”
USUA “United States Ultralight Association”

Section 100.3 Scope

All persons on any part of the Airport shall be governed by these RULES AND REGULATIONS, as well as any rules and regulations of the Federal Aviation Administration and the Michigan Aeronautics Commission. No part of these rules shall take precedence over safe operating procedures required or recommended by manufactures of Aircraft and aviation related equipment, including {but not limited to} procedures and practices described in an individual Aircraft’s Pilot’s operating handbook and supplements. A pilot may depart from these rules to the extent necessary to meet an in-flight emergency.

Section 100.4 General Duties, Powers and Regulations.

- A. General Duties and Powers of the Hastings City/Barry County Airport Commission {Airport Commission}. The Airport Commission shall have the power and duty to plan, promote, extend, own, maintain, acquire, purchase construct, improve, enlarge, control and operate the Hastings Airport and all its land and Airport Facilities. The airport Commission reserves the right to develop the Airport, construct Structures and facilities regardless of nature and type without any interference from any Airport users or lessees. No person shall interfere with any development, maintenance, or construction project or operation conducted or approved by the Airport Commission, Refusal to comply with a directive passed by the Airport Commission shall be a violation of these RULES AND REGULATIONS.
- B. General Duties and Powers of the Airport Manager.
The Airport Manager is charged with the administration, operation, planning, and development of the Hastings Airport and related facilities, appurtenances and improvements thereto, and any aviation-related facility {ies} owned and/or operated by the Airport Commission. The Airport Manager is authorized and empowered to issue written operating procedures and directives in order to implement the provisions of these RULES AND REGULATIONS, to insure compliance with all federal and state laws, ordinances and regulations, to maintain a safe efficient Airport for use by the public, and to perform such other duties as may be assigned from time-to-time by the Airport Commission. Refusal to comply with lawful instructions from the Airport Manager or his/her authorized representative shall be a violation of these RULES AND REGULATIONS.
- C. Emergency Actions.
When an emergency exists at the Airport, the Airport Manager, or his/her authorized representative, shall be empowered to take such action, within his discretion and judgment, as he deems necessary or desirable to protect the health, welfare and safety of Persons and property, and to facilitate the operation of the Airport. During such an emergency, the Airport Manager or his/her authorized representatives, may suspend these RULES AND REGULATIONS, or any part

thereof; at his discretion and in his judgment, and may, in addition, issue such oral orders, rules and/or regulations as he deems necessary . The Airport Manager shall, at all times, have the authority to take such reasonable action as may be necessary for the proper handling of the conduct and management of the public in attendance at the Airport.

D. Conflict with Authority

Should any part of these RULES AND REGULATIONS conflict with federal and state law, such federal or state law shall take precedence. If any provision of these RULES AND REGULATIONS, or the application thereof; to any Person or circumstance, is held to be invalid, the remainder of these RULES AND REGULATIONS shall not be effected by such invalidity.

Section 100.5 Violations and Penalties

- A. Any person who fails to comply with any of the provisions of these RULES AND REGULATIONS, or any rules and/or regulations adopted in pursuance thereof, or who impedes or interferes with the enforcement of these RULES OR REGULATIONS, shall be deemed in violation of said RULES OR REGULATIONS. The owner or tenant of any building, Structure or premises, who commits, participates in, or maintains any violation of these RULES AND REGULATIONS may be found guilty of a separate offence or a separate violation, subject to the penalties provided for herein. Each day a violation occurs or continues shall constitute a separate offence.
- B. Any person violating any provision of these RULES AND REGULATIONS shall be guilty of a misdemeanor punishable by up to {90}days in jail and/or a fine of up to {\$500.00} per occurrence, plus any costs, penalty or forfeiture, in the discretion of any court of competent jurisdiction.
- C. Any violation of these RULES AND REGULATIONS shall be deemed a nuisance per se, permitting the Airport Commission to take such action in any Court of competent jurisdiction to cause the abatement of such nuisance, including injunctive relief.
- D. Any violation of these RULES AND REGULATIONS shall also be deemed to be a civil infraction. A person found responsible under this Section for a violation of this Section, shall be guilty of a Civil Infraction as defined by Michigan law, punishable by a civil fine of not more than One Hundred Dollars{\$100.00}plus any costs, damages, expenses and other sanctions as applicable. Cases commenced under this Section shall, to the extent applicable, be processed under the provisions of Section 741 through 748, 907, and 908 Act 300, P.A. 1949, as amended, and MCR4.101, which provisions are incorporated herein by reference.
- E. Any person who fails to answer a Civil Infraction Citation or Notice to Appear in Court for violation of any provision of these RULES AND REGULATIONS shall be guilty of a misdemeanor punishable by up to ninety {90} days in jail and/or a fine of up to FIVE HUNDRED Dollars per occurrence.

F. The following Persons are authorized to take appropriate action to implement enforcement of these RULES AND REGULATIONS on behalf of the Airport Commission.

1. The Airport Commission's attorney may initiate procedures to eliminate violation's and to represent the Airport Commission in any Court preceeding; and/or
2. Any duly-authorized law enforcement officer appointed by the Airport Commission, or authorized to act on behalf of the Airport Commission pursuant to a contact with a county, city, village or township, may issue misdemeanor citations and civil infraction citation; and/or
3. Any other employee of a county, city, village or township may issue civil infraction citations, if authorized to act on behalf of the Airport Commission pursuant to contract with the county, city, village or township, may issue misdemeanor citations and civil infraction citations; and/or The Airport Manager may issue civil infractions citations.

G. The Airport Commission and/or Airport Manager may also issue Civil Infraction Notices of Violation.

1. Fines for Notices of Violation shall be paid within 10 days to the Airport Commission at the Airport main office located in the Airport Terminal Building, or at such other locations as may be designated by the Airport Commission.
2. Fines for Notices of Violations shall be as follows;
 - a. Not less then \$50, plus costs and other sanctions, for each infraction.
 - b. Repeat offences of the same requirement or provision within one year shall be not less than \$150, plus costs and other sanctions, for any subsequent repeat infraction.
 - c. Any Person, who fails to answer a Notice of Violation, or pay the fine associated therewith, or correct the cause of the violation, shall be guilty of a Civil Infraction as described herein.

H. Denial of Use For Violations.

1. The Airport Manager may cause to be removed or evicted from the Airport any Person who knowingly or willfully violates any rule or regulation prescribed herein, or any rule or regulation or regulation in effect by the Federal Aviation Administration, or the Michigan Aeronautics Commission, and may deny the use of the Airport and its facilities to any such Person.
2. Where a violation of these RULES AND REGULATIONS may cause revocation of permits and/or privileges exercises by a Person at the Airport, such Person shall receive written notification of such alleged violations from the Airport Manager. A copy of this notification shall be sent to the Airport Commission. In the event the Person receiving such notification desires to contest the alleged violation or the proposed action, they may submit a written

appeal within ten {10} days of receipt of such notification to the Airport Manager.

Section 100.6 Severability

If any Section, sentence or clause of these RULES AND REGULATIONS is, for any reason, held void or inoperative, the remaining provisions shall not be affected, and the application of those remaining provisions to any Person or circumstance shall not be affected thereby.

Section 100.7 Section Titles

Section titles are for convenience and shall in no way affect or limit the content of any provision of these RULES AND REGULATIONS.

Section 100.8 Airport Operations and Area Regulations

A. Compliance with Regulations

No person shall operate any Aircraft to, from or on the Airport, or service, repair or maintain any Aircraft, or conduct any Aircraft operations on or from the Airport, except in conformity with the current Federal Aviation Regulations as promulgated by the Administrator of the FAA and in conformity with all other applicable law, including these RULES AND REGULATIONS. It shall be the responsibility of all Persons, firms and corporations operating on the Airport to acquaint themselves, their pilots, instructors and students with Federal Aviation Regulations, MAC regulations and all AIRPORT RULES AND REGULATIONS contained herein and within the RULES AND REGULATIONS FOR HANGERS, BUILDINGS AND LEASED PREMISES FOR HASTINGS AIRPORT.

B. Denial of Use

The Airport Manager, or his/her authorized representative, shall have the right, at any time, to close the Airport, in its entirety, or any portion thereof, to air traffic and/or to deny the use of the Airport, or any portion thereof, to any specified class of Aircraft or to any individual, or group, when such action is considered to be necessary or desirable to avoid endangering Persons of property and to be consistent with the safe and proper operation of the Airport.

C. Disorderly Conduct

1. No Person shall be or become intoxicated or be under the influence of any controlled substance (properly prescribed prescription medication excepted), or commit any disorderly, obscene, or indecent act, or an act of nuisance or engage in any form of illegal gambling on the Airport.
2. The Airport Management shall, at all times, have authority to take action as may be necessary in the handling, conduct, and management of the public in attendance at the Airport.
3. No Person shall loiter on any part of the Airport or in any building on the Airport. In the event of failure to comply with a proper request to leave the premises, such Person shall be regarded as a trespasser.

D. Littering and Sanitation

No Person shall dispose of garbage, papers, refuse or other material on the Airport except in the receptacles provided for that purpose. Restrooms shall be used in a clean and sanitary manner.

E. Signs

No signs shall be placed on Airport property without prior permission and authorization from the Airport Manager.

F. Airport Security

1. Each Person shall observe all security requirements as posted or published by Airport Management. All Persons having access to the Restricted Areas of the Airport shall be responsible for the immediate closure of any gate upon passage through the gate.
2. Each Person on Airport property shall present proper identification when so requested by Airport Management.

G. Air Show and Aerial Demonstrated

No air meets, aerial demonstrations, banner towing, or other special activities shall be held at the Airport unless prior permission is obtained from the Airport Manager. No such permission shall be granted unless the applicant has provided the Airport Manager with a policy or a certificate of appropriate insurance in amounts deemed satisfactory by the Airport Commission. Event organizers shall be responsible for obtaining necessary waivers from the FAA for such activities and shall notify Airport Management of times and details so that appropriate NOTAMs may be issued.

H. Negligent Operations/Liability for Damage

No Person shall operate Aircraft or Vehicles at the Airport in a careless manner or in disregard of the rights and safety of others.

1. The Aircraft owner, pilot, agent and/or his/her duly authorized representative, agrees to release of discharge the Airport Commission, its Airport Manager and assistant manager and/or its employees of and from any and all liability for any damage which may be suffered by any Aircraft and its equipment, and for bodily injury or death.
2. No Person may destroy, injure, deface, tamper with, or disturb any building, sign, fence, gate, equipment, marker, or other Structure, tree, flower, lawn, or other property on the Airport. Any Person causing or being responsible for such actions will immediately report such event to the Airport Manager. Failure to report such incidents may result in an assessed penalty.
3. Any Person damaging, injuring or destroying Airport property, either by accident or otherwise, shall be liable for the satisfactory restoration of the property so damaged or destroyed. Anyone observing such action shall report same to the Airport Manager.
4. All Persons using the Airport shall be held liable for any property damage caused by their own carelessness and negligence and the carelessness and negligence of their agents, servants and employees. Any Person liable for such damage agrees to save and hold harmless the Airport Commission, the Airport Manager and Assistant Airport Manager and/or its representatives and/or employees from claims, liabilities and causes of action of every kind, character and nature and from all costs fees (including attorney fees)

connected therewith, and from the expense of investigation and /or litigation thereof.

- I. Airport Management assumes no responsibility for loss, injury or damage to Persons or property by reason of fire, theft, vandalism, jet or prop blast or turbulence, faulty construction practice, design errors or omissions, wind, flood, earthquake, or other natural causes.
- J. Security of Aircraft and support equipment will be the responsibility of the Person, agency or entity in ownership and/or control of the Aircraft and support equipment.
- K. No Person shall use or remain on the Airport for any purpose other than air transportation and activities related thereto and/or activities expressly authorized by the Airport Manager.
- L. No Person shall operate or release any model Aircraft, rocket, kite, balloon, or parachute or other similar contrivance at or upon the Airport without the prior written approval of the Airport Manager. Such prohibition shall not apply to the National Weather Service for regularly conducted operations.
- M. No Person shall throw, drop, or otherwise propel any object or substance of any kind from any window or roof of any Structure on the Airport. No Person shall create FOD. No object shall be dropped from an Aircraft over or onto the Airport without written permission from the Airport Manager.
- N. All Commercial Operations require a written Commercial Operating Agreement, and compliance with all requirements of that agreement and with all RULES AND REGULATIONS of the Airport. No Person may purchase or accept in kind any commercial product or service on the Airport except from a Commercial Operator holding a current and valid Commercial Operating Agreement. If any Person is in doubt about whether a particular Commercial Operator holds a current and valid Commercial Operating Agreement, that Person shall request this information from the Airport Manager prior to obtaining any products or services from that Commercial Operator.

CHAPTER 2: AIRCRAFT

Section 200.1 Registering Aircraft

All Aircraft based at the Hastings Airport shall be registered with the Michigan Aeronautics Commission. (if going to be based more than 6 months)

Section 200.2 Parking

- A. Aircraft may park only in areas designated by Airport Management.
- B. Aircraft parked overnight on the Airport Ramp must be chocked and/or tied down by the pilot in the designated tie-down areas. Overnight parking and monthly tie down fees shall be paid to **Airport Management** (**Hastings City Barry County Airport**) as established by the Airport Commission.
- C. **No Aircraft based at Hastings, or transients will be allowed to tie down outside for more than 3 weeks during a 1 year period. Unless there are no Airport Hangers available for rent.**

- D. Aircraft parked in the Hangar Areas shall be placed so as not to interfere with normal traffic nor limit ingress or egress from any Hangar.
- E. Aircraft and Vehicles may be parked near Hangars in the private Hangar Areas only for the purposes of loading and unloading. Pilots' Vehicles left parked while their Aircraft is removed from their Hangar for a flight, may be parked in their Hangar or in a designated Vehicle parking area. Vehicles shall not be parked at any time on, or within 15' (25) of the edge of, any taxiway or taxilane without authorization from Airport Management.
- F. Aircraft engines will not be operated or "run up" so as to cause debris to be blown toward or into Hangars, buildings, Vehicles, Persons, or other Aircraft.
- G. Aircraft shall not remain at the gas pump area after fueling is completed. Fueling shall be completed in a prompt manner.
- H. There shall be no heavy equipment or Semi trucks and trailers allowed on Taxiways or runways without permission from the airport manager

Section 200.3 Dismantled/Disassembled Aircraft

Disassembled Aircraft must be stored inside a Hangar. An exception may be made by Airport Management for short-term storage outside a Hangar of partially dismantled Aircraft undergoing active repair. No maintenance, except for Aircraft servicing such as fueling or adding oil, shall be permitted on Airport ramps without approval of the Airport Management.

Section 200.4 Aircraft Accidents

The pilot or operator of any Aircraft involved in an accident on Hastings Airport property causing bodily injury or property damage shall, in addition to all other reports required by other agencies, be required to make a prompt and complete report to the Airport Manager concerning said accident. When a written report of an accident is required by Federal Aviation Regulations, a copy of such report may be submitted to the Airport Manager in lieu of a separate report to the Airport Manager as required in this paragraph. In either instance, the report shall be filed with the Airport Manager within forty-eight (48) hours, if possible, from the time of the accident.

Section 200.5 Certification of Aircraft

All Aircraft operating at the Hastings Airport shall meet all applicable FAA and MAC regulations relevant to the operation of that Aircraft.

Section 200.6 Licensing of Pilots

No Person shall operate, or permit to be operated, any civil Aircraft to, upon or from the Airport unless done so in accordance with current FAA licensing and certification standards. However, this Section does not apply to the ground operation of Aircraft by Aircraft maintenance personnel, nor in the event of an in-flight emergency.

Section 200.7 Runway Restrictions

Subject to any specific requirements and limitations of the Federal Aviation Administration or Michigan Department of Transportation / Aeronautics, the Airport

Commission has complete authority and control over the Hastings Airport, including, but not limited to, the runways, taxiways, and other paved areas including complete authority and control over all use thereof by all Persons.

Section 200.8 Take-Offs and Landings

- A. No Person shall cause an Aircraft to take off or land on or from or attempt a low approach to a closed runway, or on or from any Ramp area or Taxiway, or make a low pass near or “buzz” any building or area of the Airport except a runway, unless authorized by the Airport Manager or air traffic controller, if one is so employed. Helicopters may take off or land on any Airport surfaces subject to specific advisories from the Airport Manager.
- B. No Person shall turn an Aircraft on a runway for the purpose of reversing direction unless having determined that reversing direction may safely occur without conflict with any other Vehicle or Aircraft.
- C. Persons landing an Aircraft at the Hastings Airport shall make the landing runway available to other Aircraft by leaving said runway as promptly as possible consistent with safety.

Section 200.9 Operation of Aircraft Engines

No Person may run an engine of an Aircraft on Airport property in a manner that could cause injury to Persons or damage to any other property or endanger the safety of the operation of the Airport.

Section 200.10 Helicopter Operations

- A. Helicopters shall avoid fixed-wing Aircraft.
- B. Helicopters shall not be operated in such proximity to unsecured light Aircraft so as to create a hazard.

Section 200.11 Ultralight Aircraft

- A. Ultralight Aircraft shall avoid fixed-wing Aircraft. They shall comply with all regulations, policies, procedures and directives that are adopted to minimize and/or avoid potential conflict with fixed-wing Aircraft.
- B. The Airport Manager shall establish procedures to enhance the safe interaction of Ultralight Aircraft and general aviation Aircraft at the Airport.

Section 200.12 Disabled Aircraft

The owner of the Aircraft involved in an accident shall be responsible for organizing and conducting the Aircraft recovery activities. All such activities must be coordinated with the Airport Manager prior to and during operations. Aircraft accidents on runways and Taxiways shall be removed from such areas as soon as conditions warrant and governmental approvals are obtained. All costs incurred for such removal shall be borne by the owner or operator of the Aircraft involved. Runways or Taxiways upon which an accident/incident has occurred shall be opened to Aircraft traffic only after the removal of the Aircraft by the owner or operator and

all resulting debris to the satisfaction of the Airport Manager. Should said owner or operator fail or refuse or be unable to remove such Aircraft within a reasonable time as determined by the Airport Manager from the circumstances and condition of the hazard created by reason of the presence of such Aircraft at such place, the Airport Manager shall, without incurring liability thereof, cause the same to be removed and stored. The cost of such removal shall be paid by the owner or operator.

Section 200.13 Derelict Aircraft

- A. No Person shall park or store and Aircraft in an obviously non-flyable condition on Airport property, including leased premises other than Aircraft stored in an enclosed Hangar, for a period in excess of ninety (90) days, without written permission from the Airport Manager.
- B. No Person shall store or retain Aircraft parts or components being held as inventory anywhere on Airport property, other than in a completely enclosed building, or in a manner approved by the Airport Manager.
- C. Whenever any Aircraft is parked, stored, or left in non-flyable condition on Airport property in violation of the provisions of this Section, the Airport Commission shall so notify the owner or operator thereof by certified or registered mail, requiring the removal of said Aircraft within fifteen (15) days of receipt of such notice, or if the owner or operator be unknown or cannot be found, the Airport Commission shall conspicuously post and affix such notice to said Aircraft, requiring removal of said Aircraft within fifteen (15) days from the date of the posting. Upon failure of the owner or operator of the Aircraft to remove said Aircraft within the period provided, the Airport Commission may cause the removal of such Aircraft from the Airport. All costs incurred by the Airport Commission in removal of any Aircraft as set forth herein shall be recoverable against the owner or operator of said Aircraft.

Section 200.14 NOTAMS

No Person shall operate any Aircraft contrary to an Airport issued Notice to Airmen (NOTAM) as published by the FAA.

CHAPTER 3: TRAFFIC AND GENERAL REGULATIONS

Section 300.1 Pedestrian Traffic

- A. No person shall enter upon a restricted area without authorization from the airport management. Authorized person shall include pilots and passengers operating to or from the airport, or duly authorized officials charged with enforcing local, state or federal laws or regulations. All persons, when requested by airport management shall present identification and show cause for entering the Restricted Area. This rule shall not prohibit the owner of a hangar or and Aircraft access to his or her property when not engaged in a flying operation.
- B. Pets or domestic animals shall not be allowed anywhere on the Airport property except while restrained and in the direct control of the owner or person responsible for the animal.

- C. Pet owners are fully responsible and liable for the actions and consequences that may occur from their pets.

Section 300.2 Vehicle Traffic

- A. No person shall operate any vehicle upon, or drive across, the landing field without Authorization from airport management. Authorized persons shall include persons operating vehicles which are used for airport and administrative and maintenance purposes. Emergency Vehicles or commercial operators and their employees. Commercial operators and their employees shall operate Vehicles on the landing Field only at times, and in locations, specifically authorized in writing by Airport Management.
- B. Owners of hangars and aircraft based at Hastings airport pilots and mechanics employed by a commercial operator and others whom Airport Management may deem necessary are authorized to travel on designated lanes to and from their hangar
- D. The parking of vehicles is permitted only in areas designated by Airport Management.
- E. No Vehicle shall enter upon Airport property except at the driveways or entryways specifically provided and designated for that purpose by Airport Management.

Section 300.3 Driving Rules And Regulations

- A. Persons operating motorized equipment and vehicles on Hastings Airport property shall conform to these RULES AND REGULATIONS.
- B. The Airport shall have the authority to cause to be towed, or otherwise or Otherwise have moved, motor vehicles that are parked by their owners or operators on the airport in violation of these RULES AND REGULATIONS at the operator's expense and with out liability for damage which may result in the course of such towing

Section 300.4 Snow Removal

- A. Except where limited to individual Hangar Approaches, no person shall conduct any snow removal activity on the airport without prior coordination and approval of the Airport Manager
- B. Any unauthorized plowing of snow that causes any other tenant or the airport undo removal of their discarded snow will be responsible for the cost of the removal.
- C. If snow has been plowed incorrectly and causes damage to aircraft or any structures the tenant that did the plowing shall be responsible for the repairs.

Section 300.5 Motor Vehicle Accidents

Any person operating a vehicle on Airport property who is involved in an accident shall notify the Airport Manager immediately and wait for further instructions.

Section 300.6 Residence and camping

- A. No person shall reside in a building, vehicle, Trailer, tent or other manner, on Airport property nor occupy a vehicle for the purpose of camping of residential use except in designated locations, and if and to the extent authorized in writing by the Airport Commission for such purpose
- B. No Vehicle, Trailer, Tent, Hammock, or other portable building or devise, designed for the purpose of camping, sleeping or residential use, shall be parked on airport property during the nighttime (sunset to sunrise) without written permission from the Airport Manager

CHAPTER 4: HANGARS & BUILDINGS: USES, ACTIVITIES & CONSTUCTION

SECTION 400.1 Construction & utilization; prohibition on uses and activities

- A. Hangars and other buildings shall be constructed and utilized in accordance with the current RULES AND REGULATIONS FOR HANGARS BUILDINGS AND LEASED PREMISES, and shall be in compliance with all applicable local, state and federal code regulations.
- B. No commercial activity or operation may be conducted at Hastings Airport, or on the leased land, or in Hastings and/or in other buildings unless specifically authorized, in writing, by Airport Management, pursuant to a commercial operating Agreement covering each commercial operation performed. All activities and uses other than those specifically authorized in writing, are prohibited.
- C. Except for preventive maintenance performed by an Aircraft owner on his or her own aircraft, Aircraft shall not be repaired or serviced in hangars without authorization from Airport Management.
- D. No Hangars shall be subleased without authorization of airport management
- E. Hangar lessees shall give 30 day written notice prior to termination their hangar lease.
- F. Airport Management reserves the right to enter any Hangar for fire, safety, or license inspections, or for any reason that would be for protection of the interest of the Airport and Airport commission
- G. Hangars shall be used for Aircraft storage only unless authorized by the Airport Manager.
- H. No storage of any kind will be allowed by tenants outside of hangars.

CHAPTER 5

FIRE AND ENVIRONMENTAL REGULATIONS

SECTION 500.1 General Fire Safety

Flammable gases or liquids:

- A. No flammable gases or materials shall be kept, stored or maintained on Airport property without the express, written consent of Airport Management
- B. Any flammable gases or materials shall be stored in a manner which complies with all local, state and federal regulations
- C. Buildings shall be equipped by lessee with suitable fire appliances.
- D. Any Airport tenant desiring to store fuel in excess of 10 gallons on Airport property shall:
 - 1. Make a written request to the Airport Commission for permission to establish a fuel storage facility and for a lease of land to locate the fuel storage facility.
 - a. Request shall include detailed plans for the facility, including location and containment details.
 - b. Airport Commission shall not issue a lease if, in its opinion, the facility may create a safety hazard, or impede future construction or development, or have a negative impact on the airport, including aesthetic considerations.
 - c. An annual fee for each square foot covered by the storage/dispensing facility, plus a 10 foot area on all sides, shall be charged in an amount not less than 2 times the current rate for hanger/building square foot annual lease fee.
 - d. Permission for facility must be received, lease must be granted, and all requirements must be in place before any construction may take place or any fuel storage equipment, tanks, or fixtures are brought onto the Airport.
 - 2. Ensure that any fuel stored in or dispensed from the facility shall be only for the use of the person or corporation owning the fuel storage facility, and not for sale to or use by the general public, or other persons.
 - 3. Provide permanent containment meeting NFPA guidelines, whether the fuel storage is fixed or mobile. Mobile storage such as fuel trucks, fuel trailer tanks, ect, shall be always properly parked in containment when not in use.
 - 4. Provide insurance coverage meeting the terms and conditions of such coverage established by the Airport Commission.
 - a. Valid proof of such current insurance coverage shall be filed with the Airport Manager, and shall be kept

current as long as flammable materials are kept on site.

- b. Insurance shall include general liability coverage and environmental coverage specific to the fuel facility with a minimum coverage of \$1,000,000 per incident.
 - c. The insurance policy required herein must contain an endorsement listing the "Hastings City / Barry County Airport Commission, City of Hastings, and Barry County" {or such wording that is approved by the Airport's insurance.
5. Immediately cease any fueling and storage operations if and when the minimum standards, including insurance, cease to be met, and must notify Airport Manager as soon as possible of these changes.
 6. Comply with all applicable federal, state, and local statutes and all regulations, including, but not limited to, those promulgated by the DEQ and EPA.
 7. Comply with all applicable NFPA rules.
 8. Comply with any and all instructions from Airport Manager, Airport Commission, Fire Inspectors, or other authorized individual to correct and safety deficiencies in maintenance or operation of the fuel facility.

Section 500.3 Fuel, Oil and Chemical Spills.

A. Fuel spills present a hazardous fire potential and should be handled as such. Each fuel spill should be treated as an individual case because of such variables as size of the spill, type of flammable or combustible liquid involved, wind and weather conditions, equipment arrangement, Aircraft occupancy, emergency equipment and available personnel.

1. Reporting Procedures: When a fuel spill is observed Originating from an Aircraft or Vehicle, fuel servicing shall be discontinued immediately. Fueling operations may be continued when it is safe to do so. ANY FUEL SPILL SHALL BE IMMEDIATELY REPORTED TO THE AIRPORT MANAGER, who shall notify authorities as appropriate.

1. a All Emergency No# are posted in the Airport Terminal and at the Fuel Farm

B. Fuel Oil and Chemicals Spills.

1. No fuels, oils, dopes, paints, solvents, acids, or other hazardous materials shall be disposed of or dumped on the Airport in any manner other than in approved containers as identified by the Airport Manager. Petroleum waste or toxic substance shall not be entered into any drainage or sanitary system or be permitted to dissipate on Airport property.
2. All spills of fuel, oil, or any hazardous chemical shall be immediately reported to the Airport Manager.
2. Any person, including the owners or operators of Aircraft causing overflowing or spilling of fuel, oil, grease, or other contaminants anywhere on Airport property, shall be responsible for ensuring the immediate cleanup of such spillage. Sumping of fuel upon the ground whether paved or otherwise is specifically prohibited. In the event of failure or refusal to comply with such cleanup, Airport Management shall have the spillage cleaned up and charge the expense therefore to the responsible party. All court costs, attorney fees, and other costs associated with recovering any damages from the responsible party, along with any fines, liability damages, or other expenses shall be paid by the party responsible for the spill.

Section 500.4 Smoking

Smoking, or the carrying of lighted smoking materials, or the striking of matches or other lighting devices, shall not be permitted in any area on Airport property except public automobile parking areas, and where specifically permitted by the Airport Commission as designated by means of posted signs or other means, and shall not be permitted near any Aircraft, near fueling or fuel storage areas, near flammable materials or vegetation, nor in any Hangers, shops or other buildings in which flammable liquids are stored or used.

Section 500.5 Leasehold Housekeeping

- A. All persons occupying space at the Hastings Airport shall keep the space allotted to them policed and free from rubbish and accumulation of any materials.
- B. Disposal: No person shall dispose of any fill, building materials, or waste materials on Airport property, except as approved, in writing, by the Airport Manager.

Chapter 6: COMMERICAL OPERATIONS

A. Use of Airport: No Person shall conduct any business on or from the Airport, or use the Airport premises for any commercial aviation activity, without a Commercial Operating Agreement.

1. Commercial Operating Agreements may be granted, or denied, by the Airport Commission, at the total and complete discretion of the Airport Commission. Only those activities specifically permitted and specified in the Commercial Operating Agreement may be conducted. Types of activities that may be specifically approved may include, but are not limited to: Flight School {including flight and ground training}, General Aircraft Repair and Maintenance, Avionics Repair, Air Charter Services, Aircraft Sales and Brokering, Manufacturing, Taxi Service, ect.
2. No Person shall engage in any Commercial Aviation Operation or Service unless they hold the appropriate licenses, issued by the Federal Aviation Administration and/or the State of Michigan authorizing such activities, if same is required to conduct such service.
3. A Commercial Operating Agreement, or other written authorization, shall not be granted until the applicant has delivered to Airport Management satisfactory documentation that the minimum standards, set forth here in Section 600, have been met. No Commercial Operating Agreement lease, lease, or other agreement shall continue to be valid unless the Commercial Operator continues to meet all requirements of that agreement and of these RULES AND REGULATIONS.
4. Current copies of all required Certificates and/or Licenses and proof and details of insurance must be placed on file with the Airport Management and must be kept current at all times.
5. As a further condition for the issuance for a Commercial Operating Agreement, or other written authorization, the Commercial Operator shall also agree to notify the Airport Manager, within three {3} days, of any change in the information furnished to meet these standards and/or requirements.

B. Rules: All uses of the Airport shall be in compliance with these RULES AND REGULATIONS and RULES AND REGULATIONS FOR HANGERS, BUILDINGS AND LEASED PREMISES FOR THE HASTINGS AIRPORT and/or any other rules and/or regulations promulgated and in effect for the Hastings Airport. These RULES AND REGULATIONS and any changes to these RULES AND REGULATIONS shall apply to all Commercial Operators and

Operations regardless of effective date or terms of any Commercial Operating agreement or lease.

- C. Discrimination: No Person conducting a Commercial Operating agreement on Airport property shall discriminate against any Person or a group of Persons in any manner which is prohibited by any applicable local, state or federal regulation or law.
- D. Right to Waive: The Airport Commission reserves the right to waive certain requirements of these RULES AND REGULATIONS, at its discretion, for incidental non-repetitive and/or insubstantial Commercial Aviation Operations. Any such waiver{s} may be made by policy, guidelines and/or on a case by case basis. There is no “right” to conduct any Commercial Aviation Operation at the Hastings Airport; Commercial Operating Agreements and/or waivers may be granted or denied by the Airport Commission in its sole and complete discretion.
- E. Inspections; Each Commercial Operation may be inspected at any time by Airport Management to ensure compliance with rules, and with local, state and federal regulations.

Section 600.2

All Commercial Operators shall meet and maintain, at all times, the following minimum standards and requirements:

- A. Provide proof of sufficient financial experience and backing which, in the opinion of the Airport Commission, will be adequate to permit acquisition, construction, and operation of the required facilities.
- B. Lease from the Airport Commission one {1} site in the area designated for general aviation use on the Airport Master Plan, and such additional sites as the Airport Commission determines necessary to provide adequate land for the necessary facilities.
- C. Provide a Hanger-type Structure or facility {ies}, the plans for which have been approved by Airport Management, of sufficient square footage and design to provide adequate facilities for the welfare of the visiting public, including on-site public restroom facilities for all Commercial Operations other than for T-hangers used only to store Aircraft.
- D. Maintain a minimum coverage \$1,000,000.00 in personal injury and property damage protection insurance, covering each active Commercial activity, proof of which coverage shall be provided, annually, to Airport Management,
- E. The insurance policy required herein must contain an endorsement listing the “Hastings City/Barry County Airport Commission” {or such wording that is approved by the Airport’s insurance underwriter and/or the Airport Commission} as additional insured.
- F. Commercial operator must immediately cease any commercial operation if and when the minimum standards, including insurance, cease to be met, and must notify Airport Management as soon as possible of these changes.

G. Federal Requirements. Comply with all applicable federal statutes, rules and all regulations, but not limited to, those promulgated by the Federal Aviation Administration.

H. State Requirements.

1. Comply with all applicable state statutes, rules and regulations including, but not limited to, those relating to tax, fire, building and safety issues.
2. Flight Schools must be licensed by the Michigan Aeronautics Commission.

Environmental Requirements:

Comply with all applicable state and federal environmental statutes and regulations, including, but not limited to, requirements for storage tanks, the disposal of waste oil and other potentially hazardous substances and for the refueling of Aircraft and Vehicles.

All structures shall comply with all applicable governmental ordinances, building and fire codes and the RULES AND REGULATIONS FOR HANGERS, BUILDINGS AND LEASED PREMISES FOR HASTINGS AIRPORT, and all alterations and/or additions to existing buildings shall be considered the same as new construction and must be approved, in writing, by the Airport

Commission prior to construction. All buildings will be subject to inspection by Airport Management and government building and fire inspectors. The premises and buildings shall be maintained in good repair and in a neat and attractive appearance, and in compliance with the RULES AND REGULATIONS FOR HANGERS, BUILDINGS AND LEASED PREMISES FOR HASTINGS AIRPORT.

All improvements to Airport property, such as connecting taxiways or aprons to the nearest Public Taxiways, utilities, approaches drain tiling, fill dirt, and Vehicle driveways and parking areas shall be provided at the Commercial Operator's expense.

Utilities shall be brought to the property and/or buildings at the Commercial Operator's expense.

Provide driveways and automotive parking space for employees and customers on space leased from the Airport Commission. On the basis of { 1 } parking space for each Person employed by the Commercial Operator on the site and maintained in good condition and kept reasonably clear of snow by the Commercial Operator.

Provide paved apron{s} for Aircraft parking at least { 2 } times the area of the building and Hanger or space leased from the Airport Commission.

Maintain and employ qualified {and, when required by law, certified/licensed} personnel for the type of service offered, which personnel shall be available during all hours of operation.

Section 600.3 Temporary Licenses

A temporary right to conduct a

Commercial Operation, with a established fee for a specified period of time, may be granted by Airport Management for a Commercial Operation not currently offered at the Hastings Airport.

Section 600.4 Aircraft Fuels and Dispensing Service

The airport Commission reserves to itself the exclusive right to install fuel storage tanks, operate refueling trucks, and store, dispense, and sell fuel. Airport fueling systems may be operated by the Airport Manager or other Person {s} as designated by the Airport Commission under the terms set forth by the Airport Commission.

CHAPTER 7: REVISIONS, APPEALS AND WAIVERS

Section 700.1 Appeals

Any person shall have the right to appeal the airport commissions any actions and interpretation of these RULES AND REGULATIONS by Airport Management. An appeal shall be in writing and filed within twenty-one (21) days of any such decision or interpretation.

Section 700.2 Right to waive

Subject to the requirements of federal and state law, the airport commission reserves the right to waive any of the requirements set forth in these RULES AND REGULATIONS when, in its sole discretion, such waiver is in the best interest of the Hastings Airport. Any party requesting a waiver of any requirement of these RULES AND REGULATIONS may make a request, and be heard, by the airport commissions. The request should be in writing stating reason why the waiver should be granted. A decision should be made by the Airport Commission within Sixty (60) Days of the date of receipt of a written request for such a waiver.

Section 700.3 revisions

The Airport Commissions reserves the right to revise, amend, add to or delete from these RULES AND REGULATIONS at any time.

Chapter 8: Security Devices

1 **Airport** has and maintains security cameras and recording devices for the protection of the airport, renters, lease holders and general public from unlawful activities.

CHAPTER 9: EFFECTIVE DATE

These Hastings City/Barry County Airport Commissions RULES AND REGULATIONS for Hastings Airport shall become effective the FIRST day of MARCH, A.D 2005. (Amended ____/____/2015

Hastings City Barry County Airport
30 day Month to Month Rental Agreement

This Agreement is entered into this 1st day of October 2019 by and between the Hastings City Barry County Airport (the "Lessor"), whose address is 2505 Murphy Drive, Hastings Mi. 49058 and (the "Lessee") **Anyone** whose address is: 1707 whatever St. Hastings Mi. 49519

Agreement

1. **Premises.** The premises leased shall be a hanger located at the Hastings City Barry County Airport, designated as Hanger No# **E-10**, together with the right of ingress and egress to and from the Hanger
2. **Term.** This Lease shall commence on **10/01/2019** and remain in effect for a period of month to month, being automatically renewed after each month until either party gives the other party thirty day written notice of its intent not to renew the Lease
3. **Rental.** Lessee shall pay, as rent for the use of the described Hanger, the amount of **\$185.00** per month, payable in advance on the first day of each month. Rent may be changed from time to time by the Lessor upon a thirty (30) day written notice to the Lessee. In the event that the Lessor gives notice to the Lessee, the change in the amount of rent shall take effect the first day of the month following the date of notice from the Lessor
4. **Maintenance of Premises and Service Provided.** Lessor shall maintain the structural components of the hanger, including doors and door mechanisms with the exceptions of improper or careless use by the tenant (Lessee)

Lessor agrees to provide snow removal. The Airport will remove the snow from the the taxiway streets, main ramp and runways at the discretion of the Airport Manager.

Lessee is responsible for clearing the ramp, (area between the taxi street and hanger).

Lessee is only allowed to use a manual tools, snow blower or garden tractor with a snow blower. **Tractor with plow or plow truck is prohibited.**

Never open Bi-fold doors unless snow has been removed.

Lessee shall be liable for any damage to the Hanger caused by any improper or negligent use or actions.

Lessee shall not make any improvements or alterations to the Hanger without approval from the Airport Manager. Any improvements approved and made by the Lessee shall Remain and become property of the Hastings City Barry County Airport.

5. **Liability.** Lessor hereby expressly disclaims any and all liability for the damage to the aircraft or property stored in the Hanger. Lessee shall be liable for any damage to Lessor's property and/or other stored aircraft and property arising from Lessee's negligence, including, but not limited, the carrying on of unauthorized activities in or out of the hanger or the storage of flammables or hazardous materials in the hanger.
6. **Use.** The hanger leased shall be used only for the storage of aircraft owned or leased by the Lessee. No maintenance of the stored aircraft shall be conducted in the hanger except as such minor maintenance as would be normally be performed by an aircraft owner without the benefit of a licensed aircraft mechanic. Lessee also agrees that no commercial aviation activities, including, but not limited to, aircraft rentals, charter, leasing, flight instruction will be conducted in the hanger or on airport property without the prior approval of the manager or Airport Board. Lessee shall abide by the Airport rules and Regulations. These are available in the Airport terminal or request a copy from the Airport manager.
7. **Sublease.** The hanger rented pursuant to this agreement shall not be subleased by the Lessee; this lease also may not be assigned without the express written approval of the Lessor. Storage of aircraft not belonging to, or leased by the Lessee, shall be construed as a sublease and unless approved by the Lessor shall be grounds for termination of this lease.
8. **Termination.** This lease may be terminated by either party upon a written thirty (30) days written notice of non renewal as provided for in paragraph 2 above. In addition the Lessor may terminate the lease for the following conditions:
 - a. Rent is not paid by the first of any month
 - b. Lessee has failed to comply with any condition of this lease and has not reasonably corrected the deficiency upon five (5) day's notice by the Lessor.
 - a. Lessee has failed to abide by or take corrective action for violations of the Airport Rules and Regulations after have been given written notice.
9. **Breach.** In the event of any such breach of lease, Lessor shall notify Lessee of termination in writing. Lessee shall have (3) three days to remove its aircraft and any other personal items from the hanger, after which Lessor is hereby specifically

authorized to remove the aircraft, without further obligation to the Lessee or for damage or loss to the aircraft or personal items.

10. **Indemnification.** Lessee shall indemnify, defend and hold harmless from and against any and all claims, damages, cost and expenses, including reasonable attorney fees for personal injury, death and property damage, arising out of the negligence of the Lessee, its agents, employees, guest or invitees, or the acts of Lessee its agents, employees, guest or invitees on the airport premises. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon further notice from Lessor, covenants and agrees to defend such action and proceeding, by counsel reasonably satisfactory to Lessor, and to pay all court cost and attorney fees (through all appellate and enforcement or collection Proceedings)
11. **Security** Lessee agrees to abide by all Rules and regulations that relate to security at the airport. Security of the leased hanger is the responsibility of the Lessee. Lessee if installing their own lock will turn over the airports lock and key to the airport manager. Lessee will give to the airport manager a key or code to the Lessee's personal lock. Lessor agrees that the key or code will only be used in case of an emergency and that Lessor will provide Lessee notification of Lessor accessing Lessee's hangar within twenty-four hours of said access and the emergency basis necessitating emergency access. or buy the Lessee's request. Lessor shall not be liable for any theft, vandalism, damage, or pilferage to any items stored in the hanger.
12. **Holding over.** It is agreed that, in the event Lessee hold over after the expiration of the term of this or renewal of this leases, the tenancy shall be from month to month in the absence of a written agreement to the contrary, upon the same terms and conditions contained in this lease.
13. **Quiet Enjoyment.** The Lessor covenants that the Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of the Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Leased Premises for and during the term of this Agreement."
By signing this lease, the parties acknowledge that they have read this document; they know its contents and are voluntarily signing it.
14. **Nondiscrimination.** The Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (A) no person on the grounds of race, color, or national origin shall be excluded from participation in,

denied the benefits of, or be otherwise subjected to discrimination in the use of the demised premises

Lessor

Lessee

Hastings City Barry County Airport

MMMMMMMMM

By: _____
Ron Holley Chair Person

Date: _____

Date: _____