

**REGULATIONS OF THE  
LOUISVILLE REGIONAL AIRPORT AUTHORITY**

**AIRPORT OPERATOR  
OF**



# **LOUISVILLE REGIONAL AIRPORT AUTHORITY**

## **REGULATIONS**

### **GOALS AND OBJECTIVES**

Approved January 7, 1976

#### **PURPOSE:**

“ . . . to establish, maintain, operate and expand necessary, desirable or appropriate airport and air navigation facilities . . . to promote and develop aviation, including air transportation, airports and air navigation facilities.”  
KRS 183.133

## **GOALS**

#### **SAFETY:**

- a) To assume responsibility for the maintenance and safe condition of all airport facilities within the responsibility and control of the Airport Authority.
- b) To monitor procedures and practices of others, such as aircraft operators and governmental agencies, even though the Airport Authority may not be directly responsible. In order that the Board can discharge its responsibility as a trustee for the public in this community, it will point out hazardous conditions and insist upon their timely correction.
- c) To require the staff of the Airport Authority to make a monthly report of safety related incidents, corrective action taken and assurance that the safety program is functioning properly.

#### **SERVICE:**

- a) To promote efficient and convenient service to the users of aviation facilities.
- b) To improve the quality of scheduled air service.
- c) To provide attractive, efficient and reasonably priced public facilities, including parking and terminal amenities such as restaurants, waiting areas, restrooms, etc.
- d) To maintain first-class corporate and general aviation facilities.
- e) To anticipate future aviation demand of the region in order to provide sufficient capacity to safely meet needs.

#### **FINANCIAL STABILITY:**

- a) To maintain financial stability in the pursuit of the goals and objectives of the Airport Authority.
- b) To adhere strictly to a balanced budget which is prepared for and approved by the Board each fiscal year.
- c) To assure that all costs are equitably borne by the users of the Airport Authority assets.
- d) To retain ownership of all facilities which are or might reasonably be expected to be needed in the discharge of the Board's community responsibility.

- e) To maintain high standards of cost efficiency compared with historical data of the Airport Authority as well as the operations of similar Airport facilities throughout the country.
- f) To maintain an insurance program adequate to protect the Airport Authority's fiscal integrity.
- g) To maintain fiscally responsible ratios of debt to equity and return on investment, taking into account replacement costs of depreciating assets.

**COMMUNITY RESPONSIBILITY:**

- a) To be open, fair and honest in the management of the public trust.
- b) To conduct the operations of the Airport Authority under a philosophy of public service, with courtesy, consistency and fairness to users, operators, tenants, suppliers, and employees.
- c) To assure to the greatest practical extent that operations conducted on Board facilities be compatible with the preservation of the environment of the community.
- d) To report periodically to the public through appropriate media and to welcome suggestions and constructive criticism from any source that might assist the Airport Authority in the proper discharge of its responsibilities.
- e) To respond promptly and candidly to complaints and, where appropriate, to initiate remedial steps as quickly as practical.
- f) To support and/or conduct activities and programs that encourage interaction with the community, its schools, organizations and businesses.

These Regulations have been adopted and published by the Louisville Regional Airport Authority pursuant to authority contained in KRS 183.133 and have the force and effect of law.

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## **CHAPTER 100**

### **DEFINITIONS AND GENERAL**

#### **101 DEFINITIONS**

Except as specifically defined in these Regulations, all words used herein shall have the meaning ascribed to them by Kentucky law, or if none, by general usage. For the purpose of these Regulations, unless context requires otherwise, the words and phrases used herein shall have the meaning set out in this section. As used in these Regulations, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine gender. References to statutes, ordinances or other regulations shall mean those in effect from time to time unless the context shall require otherwise. Chapter heads and section heads or titles do not constitute a part of these Regulations, but are for informational purposes only.

- A. **AIR OPERATIONS AREA (AOA)** - The portions of the Airport from time to time provided and made available by the Authority for Aircraft and related operations, and shall include Aircraft runways, taxiways, ramps, aprons, parking spaces and areas directly associated therewith including portions of the Terminal building required to be secured by Transportation Security Administration Regulations, FAA Regulations and/or other applicable laws. Without limiting the generality of the foregoing, the AOA shall include any portion of the Airport required to be enclosed by security fencing or otherwise secured under Transportation Security Administration Regulations, FAA Regulations and/or other applicable laws.
- B. **AIRCRAFT** - Any apparatus now known or hereafter designed, invented or used for navigation or flight in the air, except a parachute or other apparatus used primarily as safety equipment.
- C. **AIRCRAFT OPERATOR** - Any Person owning, leasing, controlling, managing or operating an Aircraft at the Airport.
- D. **AIRPORT** - Any and all property and improvements now or hereinafter owned, leased, operated or controlled by the Authority, including, but not limited to, Bowman Field and Louisville Muhammad Ali International Airport.
- E. **ARFF** - The Aircraft Rescue and Fire Fighting unit of the Authority.
- F. **AUTHORITY** - The Louisville Regional Airport Authority, a body politic and corporate, authorized by Kentucky statutes. The responsibilities of the Authority are carried out by the Members of the Board, and may be delegated by it to the Executive Director.
- G. **AVIATION CLUB** - A nonprofit association, partnership or Kentucky corporation owning or leasing Aircraft based at the Airport, in which organization each club member is a bona fide part owner of the Aircraft or a share, but not more than one share, in the organization. The Club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operation, maintenance and depreciation of such Aircraft, and must, in order to qualify as an Aviation Club under these Regulations, provide the Executive Director with a copy of the Club Charter, By-Laws or other Club rules of membership and shall provide a current list of Club members and Club Aircraft, if any, which shall be updated promptly as changes occur. At any time the Executive Director has reason to believe a Club or Club Aircraft is being so operated that it falls under one or more of the other categories set forth in these Regulations, or upon the failure of the Club to keep its records current in the Executive Director's office, he may so notify such Club, and if it fails to remedy the conditions complained of, the Executive Director may determine the proper category of such organization and/or its Aircraft as provided in these Regulations.
- H. **BASED AIRCRAFT** - Aircraft which: (1) are stored or tied down at the Airport at a monthly or longer charge; or (2) are operated by an Aircraft Operator who maintains a fixed place of business on the Airport; or (3) are operated by an Aircraft Operator who uses the Airport for the principal, or a substantial, portion of his or its activity. More than eight (8) landings in any thirty (30) day

period shall be prima facie a substantial use, unless otherwise determined by the Executive Director.

- I. **BASED COMMERCIAL AIRCRAFT OPERATOR** - A Commercial Aircraft Operator operating at the Airport under a contract with, or license from, the Authority; a Commercial Aircraft Operator operating Based Aircraft on the Airport.
- J. **COMMERCIAL AIRCRAFT** - (1) Any Aircraft used for the transportation of Persons or property for hire; (2) any Aircraft used for student instruction for compensation; (3) any Aircraft leased for profit; (4) any Aircraft that is not an Aviation Club Aircraft, Private, or Government Aircraft, as defined in these Regulations.
- K. **COMMERCIAL AIRCRAFT OPERATOR** - Any Aircraft Operator who operates a Commercial Aircraft or the holder of a certificate for Commercial Aircraft operation under Federal Aviation Regulations, or other applicable law or regulations, unless the holder establishes that no commercial operation is being conducted. An Aircraft Operator not otherwise a Commercial Aircraft Operator shall not become one as a result of the leasing of his Aircraft to a Based Commercial Aircraft Operator who operates under a contract with, or license from, the Authority.
- L. **EXPRESSIVE ACTIVITY** - Any of the following conduct by a Person in a public area of the Airport to or with passers-by in a continuous or repetitive manner:
  - (1) demonstrating, picketing, displaying signs, making speeches, marching, proselytizing, advocating ideas, explaining personal beliefs, promoting or opposing political candidates or issues and similar conduct, conducting surveys, seeking petition signatures or otherwise communicating or attempting to communicate information to members of the general public on a non-emergency basis; or
  - (2) disseminating or distributing leaflets, pamphlets, flyers, books or other printed or written materials.
- M. **FIXED BASE OPERATOR** - A Based Commercial Aircraft Operator or a Person who on or at the Airport engages for hire, in among others, the storage, repair, servicing, fueling, chartering, flight instruction, sales or rental of Aircraft.
- N. **EXECUTIVE DIRECTOR** - That person designated by the Members of the Board as the Authority's chief executive officer. A representative or representatives may from time to time be designated by the Executive Director to act in his place, in which case the term Executive Director as used herein shall also refer to such representative.
- O. **GOVERNMENT AIRCRAFT - PUBLIC AIRCRAFT** - Aircraft owned or operated by a Federal, state or municipal government, or agencies thereof.
- P. **GROUND TRANSPORTATION OPERATORS** - Activities by any Person who operates a vehicle on the Airport driveways for the purpose of transporting Airport passengers and/or their luggage to or from the Airport either: 1) for direct hire; 2) as prearranged transportation for hire; or, 3) as a service incidental to local lodging or car rental activities including but not limited to, Taxicab, Airport Shuttle, Charter Bus, Hotel/Motel Courtesy Vehicle, Luxury Limousine, Military Transport Vehicle, Mass Transit Bus, Interstate Commercial Bus, Intrastate Commercial Bus, Transportation Network Company, Temporary Ground Transportation Vehicle, or Off-Airport Parking Courtesy Vehicle.
- Q. **MAXIMUM LANDING WEIGHT** - The certificated maximum gross landing weight for Aircraft as prescribed by the Federal Aviation Administration.

- R. **MEMBERS OF THE BOARD** - Those persons duly appointed (in accordance with KRS 183.132) to the Louisville Regional Airport Authority and currently serving. The Members of the Board act on its behalf at duly called and held public meetings at which a quorum is present.
- S. **MOVEMENT AREA** - The runways, taxiways, and other areas of an Airport which are used for taxiing or hover taxiing, air taxiing, take-off, and landing of Aircraft, exclusive of loading ramps and Aircraft parking areas.
- T. **PERSON** - Any individual, partnership, corporation, association, joint venture, organization, group or duly authorized representative thereof. Person does not include employees of the Authority when acting in the course of their employment.
- U. **PRIVATE AIRCRAFT** - Aircraft used solely for the transportation of the owner, the owner's employees, guest, or property, not operated for profit, and not otherwise coming within any other definition set forth in these Regulations. Such Aircraft may be operated by other than the owner, without losing its classification as private, provided that such use by others does not occur on more than four (4) occasions in any thirty (30) day period. In the event the Aircraft is so used as to lose its designation as Private under these Regulations, the Authority may place it in such category, other than Private, as is most appropriate under these Regulations.
- V. **PUBLIC AIRCRAFT PARKING AREA** - Areas on the Airport which the Executive Director may from time to time designate for the parking of Aircraft, other than those areas exclusively assigned to Fixed Base Operators for such parking.
- W. **SAFETY AREA** - a defined surface surrounding a runway or alongside a taxiway prepared or suitable for reducing the risk or damage to an Aircraft in the event of an undershoot, overshoot, or excursion from the runway or unintentional departure from the taxiway.
- X. **SPECIALTY OPERATOR** - A Based Commercial Aircraft Operator or a Person who on or at the Airport engages for hire in one or more of the following services but is not an Fixed Base Operator:
- (1) Exterior painting of aircraft;
  - (2) Interior Aircraft modification, including, but not limited to, custom seating and finishing;
  - (3) Contract major airframe and repair and/or rebuilding;
  - (4) Whole or part Aircraft type modifications under the auspices of an STC (Supplemental Type Certificate);
  - (5) Turbine engine hot section repair;
  - (6) Propeller overhaul and repair;
  - (7) Flight/engine instrument overhaul and repair;
  - (8) Accessory overhaul and repair;
  - (9) Avionics repair and installation with specialization in complex equipment such as pulse-radar and HSI systems;
  - (10) Specialized Aircraft sales of a single or limited type and/or manufacturer such as multi-engine turbine;
  - (11) Contract reciprocating engine overhaul and rebuilding;



- (12) Specialized Aircraft charter services under an FAR 135 certificate;
  - (13) Flight instruction; or
  - (14) Aircraft repair and maintenance.
- Y. **TERMINAL** - The public building(s) and related facilities on the Airport designed and used primarily to facilitate enplaning and deplaning of airplane passengers; and, unless it is expressly stated, or the context shall require otherwise, for purposes of Louisville International Airport, it shall mean the Landside Terminal, the Airside Lobby, the moving sidewalk connector, Concourses A, B and C (formerly the “Delta wing”) and all hold rooms.
- Z. **ULTRALIGHT VEHICLE** - An Aircraft which does not meet the specifications for a Registered Aircraft as defined by the Federal Aviation Regulations and which is governed by Federal Aviation Regulation, Part 103.
- AA. **ULTRALIGHT OPERATOR** - Any Person owning, leasing, controlling, managing or operating an Ultralight Vehicle at the Airport.

## 102 SCOPE

- A. All users of, and Persons on, the Airport for any purpose whatsoever shall be governed by these Regulations, which shall be deemed incorporated into all contracts, leases, agreements, permits, licenses and other documents between the Authority and Airport users, suppliers or customers, whether or not specifically referred to in such documents.
- B. These Regulations are not intended to amend, modify, or supersede, or authorize the violation of, any provision of Federal, state, or local law, or any specific contractual agreement with the Authority with which they may conflict; provided, however, that these Regulations shall, insofar as possible be interpreted so that no such conflict shall exist.
- C. If any portion of these Regulations shall be finally declared invalid or unenforceable as a matter of law, all other portions shall remain in full force and effect, and shall be construed to achieve the purposes hereof.

## 103 ENFORCEMENT

- A. In addition to prosecution for violations as provided in KRS 183.133 (6) and these Regulations, the Executive Director may take such further reasonable measures in accordance with the law, to enforce these Regulations and maintain the Authority’s control of the Airport.
- B. Federal, state or local law enforcement officials may be called to enforce any applicable Federal, state or local law, or to assist the Authority or Executive Director in enforcing any such law or Authority Regulations, or in maintaining the safety and efficiency of the Airport.

## 104 LIABILITY

- A. The Authority assumes no responsibility for loss, injury or damage to Persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, civil disorder, or acts of God or of the public enemy, nor does it assume any liability for injury to Persons or damage to property while on the Airport or operated there from.
- B. Compliance with KRS 411.115 shall be a condition precedent to any claim for damage, noise abatement or otherwise, rising from the operation of Aircraft into or out of the Airport.

**105 DISCRIMINATION**

- A. The Authority shall not, on the grounds of race, color, sex, age, religion, national origin or handicap, discriminate or permit discrimination against any Person or group of Persons in any manner prohibited by Title 49, Part 21 of the Code of Federal Regulations, or other Federal, state or local law or regulation, or these Regulations.
- B. The Authority shall require written assurance of compliance with Federal, state, local and Authority regulations, including, but not by way of limitation, equal employment opportunity laws, regulations and orders prohibiting discrimination from all tenants, lessees, licensees, contractors, concessionaires and other with whom the Authority shall contract.

**106 WAIVER OF REGULATIONS**

The Authority or the Executive Director from time to time may temporarily waive in writing, or by declaration of emergency, any of these Regulations for the purpose of preserving or attempting to preserve life or property, or in the interest of efficient operation of the Airport under unusual circumstances.

**107 WAIVER OF BREACH OR DEFAULT**

No waiver of any violation of these Regulations or of any default in any obligation to the Authority under any written agreement, license or permit, shall constitute a waiver of any other violation or default theretofore or thereafter occurring.

**108 POLICY MANUAL**

The members of the Board may from time to time adopt written declaration of policy for the guidance of the Executive Director and the public, or for the purpose of delegating responsibility to the Executive Director, which shall be included in a Policy Manual. The Policy Manual, or any portion thereof, may be supplemented, repealed or amended at any public meeting of the Members of the Board. The contents of the Policy Manual shall be public records, but are not regulations adopted under KRS 183.133 (6). The Members of the Board may, in writing, delegate specific responsibility to the Executive Director in other ways, including, but not limited to, these Regulations.

**109 BUSINESS OPERATION**

For the purpose of contacting the Authority, the mailing address is: Louisville Regional Airport Authority, P.O. Box 9129, Louisville, KY 40209-0129. Normal business hours, when referred to herein, are designated as Monday thru Friday, 8:00 a.m. - 4:30 p.m., except holidays. Authority facilities are staffed twenty-four (24) hours a day and Authority representatives may be reached by calling (502) 368-6524.

**110 HEARINGS AND APPEALS**

**A. Hearings**

Any Person aggrieved by an act or decision of an Authority employee or agent that results in the denial, suspension, or revocation of such Person's right or license to conduct business at or from the Airport may request a hearing before an Authority employee or agent acting under authority delegated by the Executive Director (the "Hearing Officer"). Such request shall be made within five (5) business days following the act or decision with respect to which the hearing is sought. At such hearing, the Person aggrieved shall have the right to attend, to present evidence, and to cross examine any adverse witnesses present at the hearing. The Hearing Officer, after weighing the evidence presented, shall prepare a written Determination stating the Hearing Officer's decision and the reasons therefor.

**B. Appeals**

Any Person wishing to appeal any determination made as a result of a hearing conducted pursuant to Section 110A of these Regulations shall first appeal to the Executive Director or other person designated by these Regulations to hear such appeal (the "Reviewing Officer") by calling or writing, in care of the Authority, the Executive Director or other person designated to hear such appeal. Such appeal shall be made within five (5) business days of the determination appealed from. The Reviewing Officer shall decide, based solely upon the record developed by the Hearing Officer, whether the Hearing Officer reached incorrect conclusions of law, made clearly erroneous factual findings, should have considered facts that were not considered, or abused the discretion available to such officer. The Reviewing Officer shall decide such appeal within five (5) business days and may confirm the determination made by the Hearing Officer, reverse the determination made by the Hearing Officer on account of incorrect conclusions of law, or remand the matter to the Hearing Officer for further proceedings. The Reviewing Officer shall notify the aggrieved Person in writing of the Reviewing Officer's decision.

If the Reviewing Officer confirms the determination made by the Hearing Officer, the aggrieved Person may, if the prior appeal was an intermediate appeal to an officer or agent of the Authority other than the Executive Director, appeal the Reviewing Officer's determination to the Executive Director within the time periods provided by these Regulations. In the event of such appeal, the Executive Director shall decide such appeal using the same standards of review utilized by the Reviewing Officer, and may confirm the decision of the Reviewing Officer, reverse the determination made by the Hearing Officer on account of incorrect conclusions of law or remand the matter to the Hearing Officer for further proceedings.

After exhausting all appeals the aggrieved Person may appeal the decision of the Executive Director to the Board. Such appeal shall be in writing, specifying the decision appealed from and giving reasons why such decision is clearly erroneous, based upon an incorrect conclusion of law, or constitutes an abuse of discretion by the Executive Director. Such appeal shall be filed with the Secretary of the Authority within ten (10) business days of the decision from which appeal is taken. The appeal will be considered by the Board at its next regular meeting scheduled at least ten (10) business days following the date the appeal is filed. The aggrieved Person shall have the right to attend such meeting and to address the Board as to why the decision of the Executive Director is clearly erroneous, based upon an incorrect conclusion of law, or constitutes an abuse of discretion. The Board, based solely upon the record developed by the Hearing Officer, shall thereafter either affirm the decision of the Executive Director, remand the matter for further proceedings, or take such other action as it deems appropriate, and shall enter in its minutes an order stating its decision and the reasons therefor.

**111 REQUEST TO INSPECT RECORDS** A request ("Request") to inspect public records of the Authority shall be made in writing to the Authority's Public Relations Department. The applicant shall sign the Request. Each Request shall be in sufficient detail to enable the Authority to ascertain the documents sought, and shall be submitted to the Authority's Public Relations Department, P. O. Box 9129, Louisville, KY 40209-0129. Requests may be hand delivered, mailed, or sent via facsimile. The Authority will receive Requests during normal business hours, designated as 8:00 A.M. - 4:30 P.M., Monday - Friday, except holidays.

The Authority will reply to each Request, no more than three (3) working days (i.e., excluding Saturday and Sunday) following the date of receipt of the Request. The reply will set forth the conditions under which access to inspect the Authority's public records may be had, specifying a reasonable period of time during which the record will be available for inspection or, for applicants outside Jefferson County, upon prepayment of postage and copy cost, the Authority may mail to the applicant copies of precisely described, readily available public records. However, permission to inspect requested records may be denied for any lawful reason, including without limitation, that such records are not in the possession of the Authority; that such records are not deemed "public records" as defined by KRS 61.870 (2); or that such records are excluded from inspection pursuant to KRS 61.878.

If the Authority denies access to inspect documents, the reason(s) therefor will be set forth in the Authority's reply to the Request.

After inspection of said documents, the applicant may obtain copies of any documents upon written request to the Authority specifying the documents sought and payment to the Authority of the actual cost of such copies, excluding the cost of Authority staff personnel.

## **112 AUTHORIZATION**

Whenever under these Regulations the doing of any act or thing requires the authorization, approval, consent and/or permission of the Authority or of the Executive Director, it shall be deemed to require the express, prior written authorization, approval, consent and/or permission upon such terms and conditions as may be prescribed to preserve and/or promote the safe and efficient operation of the Airport, unless otherwise expressly provided herein.

## **113 DAMAGE TO AUTHORITY PROPERTY OR EQUIPMENT**

Any Person who damages any property or equipment owned or operated by the Authority shall make a full written report to the Executive Director as soon after the occurrence as possible and, in any event, within forty-eight (48) hours after such occurrence, and shall reimburse the Authority for all expenses incurred to repair or replace such damaged property or equipment.

**CHAPTER 200**  
**PUBLIC AND TENANT USAGE**

**201     PRESERVATION OF PROPERTY**

No Person shall move, alter, make additions to or erect any building or sign on the Airport, or make any excavation on the Airport, without express permission of the Authority.

**202     ACCIDENT REPORT**

Persons involved in an accident or incident occurring on the Airport involving injury to Persons or damage to Aircraft, motor vehicles or other property, shall make a written report to the Executive Director as soon after the occurrence as possible and, in any event, within forty-eight (48) hours after such occurrence.

**203     RESERVED**

**204     MOVING, INTERFERING OR TAMPERING WITH AIRCRAFT**

No Person shall interfere or tamper with any Aircraft or put into motion any Aircraft or the engine thereof, or use any Aircraft, Aircraft parts, instruments or tools, without permission of the Aircraft Operator, or at the direction of the Executive Director.

**205     RESTRICTED AREAS**

- A.     No Person shall enter into or upon the AOA, the areas leased or assigned to Airport tenants or licensees for exclusive use, or any area not provided for the general public, except passengers engaged in legitimate enplaning and deplaning, Persons under appropriate supervision, or Persons specifically authorized by the Executive Director under such security procedures and with such identification as he may prescribe from time to time.
- B.     Airport tenants or licensees having exclusive occupancy or control of Airport premises through which access may be had to the AOA, shall use all lawful means to prevent and shall be responsible for entry into such area by unauthorized Persons or vehicles.

**206     LITTERING OR ABANDONING PROPERTY**

No Person shall willfully abandon, discard, drop or throw any material on the Airport or otherwise litter the Airport.

**207     DRIVEWAYS AND WALKS**

- A.     The driveways, walks and other paved surfaces on the Airport are constructed, maintained, regulated and their use controlled by the Authority, and all such use is subject to regulation by the Authority. The driveways and walks are not dedicated to Louisville Metro or the Commonwealth of Kentucky, and their location, design or purpose may be changed or abandoned by the Authority.
- B.     No Person shall travel on the Airport other than on the driveways, walks or places provided for the particular class of traffic or use Airport driveways for through passage between parts of the public road or street system.
- C.     No Person shall occupy the driveways or walks in such a manner as to hinder or obstruct their proper use.

**208     EXPRESSIVE ACTIVITIES**

- A. In the interests of public safety, airport security and efficient airport operations, no Person shall engage in any Expressive Activity except under and in accordance with a permit issued under these Regulations.
- B. To obtain a permit, an applicant must submit a written application to the Executive Director at the Airport's administrative offices during normal business hours on any Monday through Friday which is not a designated Authority holiday at least forty-eight (48) hours prior to the time proposed for commencing any Expressive Activity. The application shall set forth the following information:
- (1) the full name, telephone number and street address of the applicant and the organization sponsoring, conducting or promoting the Expressive Activity, if any, and the name(s), telephone number(s) and address(es) of the person(s) designated as the applicant's official representative(s) who will be present upon the Airport and in charge of supervising the conduct of the Expressive Activity and who will be available for liaison with the Authority;
  - (2) a description of the Expressive Activity proposed to be conducted, indicating the type of conduct to be involved;
  - (3) the preferred and alternative date(s), time(s) and Speech Forum(s) (as defined below) desired for the proposed Expressive Activity;
  - (4) the number of persons proposed to be utilized at any one time in connection with the Expressive Activity; and
  - (5) if the dissemination or distribution of materials is involved, the type of material to be disseminated or distributed and the measures to be taken to avoid littering the Airport.
- C. The Executive Director shall forthwith review the application for sufficiency of information and compliance with these Regulations and issue a permit or notify the applicant in writing why the issuance of a permit is delayed or denied. Permits shall be issued in accordance with the following:
- (1) applications for permits shall be processed in order of receipt;
  - (2) the Executive Director shall exercise no judgment regarding the purpose of the proposed Expressive Activity, and a permit shall not be granted or denied based upon the content of any non-commercial message;
  - (3) no Person shall be permitted to engage in the solicitation and receipt of funds except as authorized by these Regulations;
  - (4) the Executive Director may condition the issuance of a permit as may be reasonably required for the safe and efficient operation of the Airport and movement of persons and property and protection of the rights of other Airport users; such conditions shall relate to only the time and location of the permitted Expressive Activity and the number and conduct of the Persons involved;
  - (5) permits shall be issued to the applicant and may not be transferred to another Person; and
  - (6) any Person who is issued a permit will also be issued identification badges for the number of persons authorized to engage in Expressive Activity at any given time. Each person engaged in Expressive Activity must wear the badge on the upper clothing and in a manner clearly visible to the public at all times while engaged in Expressive Activity. No other badges are permitted.

If the Executive Director fails to issue a permit or statement of delay within forty-eight (48) hours of the receipt of the application, it shall be considered a denial of the permit.

- D. The Authority has determined that certain areas provide a reasonable opportunity for conducting Expressive Activity on the Airport and ensure the safe, efficient and orderly flow of vehicular and pedestrian traffic. Those areas are:(i) the outdoor sidewalk area west of the west entrance to the upper level airline ticketing counter area; and (ii) the outdoor sidewalk area west of the west entrance to the lower level airline baggage return area (“Speech Forums”). Expressive Activities shall be permitted only within the Speech Forums. The location of the Speech Forums shall be subject to change upon reasonable notice to the applicant when, in the judgment of the Executive Director, such change is necessary in the interests of public safety, airport security and efficient airport operations.
- E. While conducting Expressive Activities, no person shall:
- (1) amplify one’s voice;
  - (2) do anything which would cause reduction in the effectiveness of the public address system;
  - (3) hawk or call out to passers by;
  - (4) in any way obstruct, delay or interfere with the free movement of any other person or vehicle;
  - (5) display or carry signs that are larger than three square feet, and such signs shall not be connected to a stick or post of any kind and no person shall carry more than one sign;
  - (6) use or place tables, stands, chairs or other structures on the Airport;
  - (7) in any way indicate to the public that he or she is a representative of the Authority or otherwise misrepresent one’s identity;
  - (8) harass people with physical contact or repetitive solicitation; or
  - (9) distribute literature to any person waiting in line in the Speech Forums, occupying vehicles stopped or standing in the roadways adjacent to the Speech Forums or loading or unloading baggage from a vehicle located adjacent to the Speech Forums.
- F. A permit may be denied or revoked on any of the following grounds:
- (1) the permit application is incomplete or not in compliance with these Regulations;
  - (2) a valid application for the same time and Speech Forum has previously been received and a permit has been or will be granted authorizing activities that do not reasonably permit multiple occupancy of the Speech Forum applied for;
  - (3) the proposed activity is of such a nature that it cannot reasonably be accommodated in the Speech Forum applied for, taking into account public safety, airport security and efficient airport operations;
  - (4) the applicant has made serious or repeated violations of these Regulations;
  - (5) the Expressive Activity is not being or has not been conducted in accordance with the terms of the permit or these Regulations; or

- (6) an emergency situation arises or circumstances have changed so that the Expressive Activity can no longer be reasonably accommodated at the time and Speech Forum requested.

G. Any Person may seek a review of the denial or revocation of a permit in accordance with Section 110 of these Regulations.

## **209 ANIMALS**

No Person shall enter any Terminal building of the Airport with a dog or other animal, except: Seeing Eye dogs and Alert and Awareness dogs for appropriate purposes; and animals which are to be transported by air and are restrained by leash or are properly confined.

## **210 LOITERING**

No Person shall loiter on any part of the Airport.

## **211 CONDUCT OF COMMERCIAL OR OTHER ACTIVITY**

- A. No Person shall use the Airport, or any portion thereof, or any structure thereon, either directly or indirectly for the conduct or promotion of, or solicitation for any business, trade, or commercial activity; or for any revenue producing or fund-raising purpose, except under the terms and conditions of a lease, license, contract or permit or written authorization issued by the Authority, and timely payment of the fees imposed by such lease, license, contract or permit, or pursuant to these Regulations.
- B. No Person shall utilize any portion of the Airport for any civic, charitable, educational, religious, not-to-profit or similar purpose, except as authorized by the Authority, or by these Regulations.
- C. No carrier for hire by motor vehicle shall load or unload passengers at the Airport at any place other than that designated by the Authority, nor shall such carriers solicit or accept business originating at the Airport except under the terms and conditions of a lease, license, contract, or permit issued by the Authority, and timely payment of the fees, if any, imposed by such lease, license, contract or permit, or pursuant to these Regulations.
- D. No Person shall engage in any function or operation of a Fixed Base Operator or a Specialty Operator at the Airport except under the terms and conditions of a lease, license, contract, or permit issued by the Authority, and timely payment of the fees, if any, imposed by such lease, license, contract or permit, or pursuant to these Regulations.
- E. Any Person desiring to conduct any activity covered by this Section shall comply with these Regulations.

## **212 SMOKING**

Persons shall smoke only at those places on the Airport where smoking is permitted by posted signs and where it is not in violation of Federal, state, or local law.

## **213 FLOOR AND RAMP CARE**

All users of the Airport shall keep the floors of the hangars, hangar areas, aprons and ramps leased by or assigned to them or used in their operations, clean and clear of refuse, dirt, foreign matter, oil, grease, and other materials or stains. The Authority reserves the right of entry to inspect all facilities at any reasonable time to determine compliance with this Section.



## **214 STORAGE OF EQUIPMENT**

No Person shall store or stack material or equipment on the Airport in such manner as to constitute a hazard.

## **215 EQUIPMENT IN RAMP OR APRON AREAS**

All ramp service equipment shall be parked and kept in a neat and orderly manner. No equipment receptacle, chest, case or housing shall remain on the apron or ramp areas in violation of the instructions of the Executive Director or that does not fit with the general architectural and cleanliness standards of the Airport. Parking and storage of ramp service equipment shall be in areas designated by the Executive Director, from time to time, for such use.

## **216 SAFETY**

All Persons on the Airport shall conduct themselves and so manage property under their control as to avoid endangering or causing damage to the Person or property of others.

## **217 BAGGAGE AND MATERIAL HANDLING EQUIPMENT**

- A. No Person shall operate any apparatus for the transfer and/or carriage of baggage, equipment, materials or personnel within the Terminal unless such apparatus is approved for such operation by the Executive Director, taking into account the safety and compatibility of such apparatus in the operation thereof with other Terminal uses and features.
- B. All hand trucks shall be equipped with bumpers and tires which are so designed and maintained as to protect the elevators, escalators, walls, floors, entrance ways and stairs of the Terminal building from damage and marking.

## **218 AIDING OR ABETTING VIOLATIONS**

No Person shall aid or abet a violation of these Regulations or of any lawful directions in furtherance of these Regulations.

## **219 DISPOSAL OF LOST, MISLAID OR ABANDONED PROPERTY**

All lost, mislaid or abandoned articles found in the public areas of the Airport shall be reported or delivered to the nearest Authority office or security personnel by the finder. Any such articles not claimed within ninety (90) days by the rightful owners thereof, may be disposed of by the Authority in accordance with these Regulations. Nothing in this Section shall prohibit any scheduled Based Commercial Aircraft Operator from maintaining "lost and found" services for property of its passengers and for all property lost, mislaid or abandoned at the security checkpoint and/or in airline hold rooms.

Distribution of lost or mislaid property to the lawful owner thereof, or the bonafide finder of lost or abandoned property when such lost or abandoned property has remained unclaimed by the lawful owner for ninety (90) days or more and not subject to a conflicting claim, may be permitted by the Authority pursuant to written request from such owner or such finder reasonably identifying the person requesting such distribution, the property sought, and establishing proof of ownership or bonafide finder's right.

Annually, the Authority may dispose of lost, mislaid or abandoned property not claimed by the lawful owner or bonafide finder thereof within the required time frame by donation to area non-profit organizations.

## **220 LIMITED ACCESS AREAS**

No person except authorized Authority and tenant employees, authorized personnel of companies conducting business at the Airport, Persons that have cleared the security checkpoint or authorized Persons under escort, shall enter the AOA and other secured areas of the Airport. Persons authorized shall enter these areas only as necessary for the conduct of official business or when enplaning or deplaning an Aircraft, and shall not enter for other purposes.

Persons authorized to enter the AOA shall do so only in accordance with applicable Federal, state, local and Authority laws, regulations, orders and policies and the terms and limitations of such Persons lease, license, contract or permit with the Authority.

**CHAPTER 300**  
**VEHICLES AND GROUND EQUIPMENT**

**301 LICENSING AND REGISTRATION**

- A. No Person shall operate any motor vehicle on the Airport unless possessed of a valid operator's license.
- B. No Person shall operate any other form of ground equipment upon the Airport unless fully trained and qualified in such operation.

**302 RULES OF OPERATION – GENERAL**

- A. Except for vehicles classified by the Executive Director as special purpose vehicles, or as otherwise specifically provided in these Regulations, no Person shall operate any motor vehicle upon the Airport:
  - (1) in any manner which would be in violation of the Kentucky Revised Statutes and/or Louisville Metro General Ordinances governing operation of motor vehicles, if such operation were on a public street or road;
  - (2) which is not licensed, equipped, and in the condition required by the Kentucky Revised Statutes, and/or other Federal, state, or local regulations for motor vehicles operated on public streets or roads;
  - (3) for a commercial purpose for which it is not licensed, equipped and in the condition required by the Kentucky Revised Statutes and/or Louisville Metro General Ordinances for the type of use in which it is employed;
  - (4) which is not equipped and in the condition required by the Federal Occupational Safety and Health Act (OSHA), or regulations promulgated pursuant thereto, or any state or local law, ordinance, rule or regulation of similar nature or purpose.
- B. No motor vehicle shall be operated anywhere on the Airport at a speed in excess of 15 miles per hour except where other speed limits are designated by posted sign.
- C. No motor vehicle shall be stopped or parked on the Airport, except in areas designated for such purpose.
- D. No Person shall clean or make any repairs to motor vehicles anywhere on the Airport other than in designated vehicular shop areas, except those minor repairs necessary to remove such motor vehicle from the Airport; nor shall any Person move, interfere, or tamper with any motor vehicle or start the engine without the owner's consent.
- E. No Person shall park a vehicle within any designated vehicular parking or storage area except upon the payment of such parking fees, if any, as may be in effect therefor. Specific parking areas may be designated for commercial or special use, based on the class of vehicle and purpose of use. The Parking Area Guidelines of these regulations are in effect unless designated otherwise in a lease, license, contract or permit issued by the Authority.
- F. The Executive Director may tow away or otherwise remove, and impound, motor vehicles which are parked or operated on the Airport in violation of these Regulations, or which interfere with Airport operations, at the owner's or operator's expense and without liability for damage which may result in the course of or after such removal.
- G. No Person shall abandon any vehicle on the Airport.

### 303 RULES OF OPERATION - AIR OPERATIONS AREA

- A. Pedestrians and Aircraft shall at all times have right of way over vehicular traffic, except authorized vehicles which are responding to an alarm or emergency. All vehicles shall pass to the rear of taxiing Aircraft. Except during emergency conditions, no vehicle shall be driven between a parked Aircraft and the Terminal building.
- B. When parking adjacent to a runway, all vehicles shall park at least 150 feet to the outside of the runway lights.
- C. Unless otherwise directed by the Executive Director, on the basis of safety and efficiency of the Airport operations, all vehicles which are authorized to operate in the AOA shall bear markings clearly identifying the tenant involved, clearly visible and legible to the naked eye at a distance of not less than 300 feet and shall operate a flashing beacon of sufficient brilliance to be seen in daylight, in clear weather, a distance of at least one (1) mile with the naked eye. Vehicles not equipped with a cab shall install a pole mounted beacon which shall exceed the highest point of the vehicle. Carts, trailers, and ground equipment shall have amber reflectors on each side and to the front and rear. All reflectors shall be visible for at least 500 feet when illuminated by normal vehicle headlights.

The color of beacons and areas of usage are as follows:

- (1) Red beacon - confined to Authority vehicles, including ARFF.
  - (2) Amber beacon - to be used by all other Airport vehicles, including, but not limited to, those owned or used by the airlines, the Air National Guard, the Federal Aviation Administration, contractors, and Fixed Base Operators.
- D. When fuel tenders are backed, a signalman must guide the driver. The driver must remain in the vehicle cab and shall not stand on the running board or fender while backing the vehicle. Fuel tenders shall not be blocked or positioned so as to prevent the rapid removal of such tender in a forward direction in the event of fire or emergency, or be left unattended while the engine is in operation, or while such tender is engaged in fueling operations.
  - E. Unless substitute routing is approved in advance by the Executive Director, the movement of vehicles between the Terminal building and the East Ramp area at Louisville Muhammad Ali International Airport shall be via the perimeter roadway, except for authorized vehicles responding to an alarm or emergency.
  - F. All ground equipment vehicles, whether with or without motors, shall be equipped with proper brakes or other apparatus. Such brakes or apparatus shall be properly engaged when the vehicle is not in use.
  - G. During hours of darkness, construction or other related equipment shall not be parked within the Safety Areas of a runway or taxiway.
  - H. No Person shall, without express approval of the Executive Director, enter into the AOA in a private vehicle unless accompanied by an Authority owned or approved escort vehicle equipped with a functional two-way radio for Airport control tower communication.
  - I. No vehicles or equipment of any type shall pass through or under any concourse or passenger loading bridges or platforms unless specific permission is granted by the Executive Director.
  - J. No vehicle, including but not limited to automobiles, trucks, motor cycles and bicycles and other non-motorized vehicles, shall be operated in the AOA unless it has been approved and certified by

the Executive Director for such operation and such Person and vehicle comply with the security and vehicle programs of the Authority. The applicant for such certificate, or the employer of the applicant, shall submit to the Executive Director satisfactory evidence of the applicant's competence and/or training to operate such vehicle in close proximity to Aircraft, and to other vehicles and equipment normally used in the AOA.

- K. Any vehicle in which the driver does not have a clear, unobstructed view to the rear, without the use of mirrors, must be equipped with a back-up warning device which is activated when the vehicle is placed in reverse gear.
- L. All motor vehicles operating in the AOA shall be equipped with resistor-type spark plugs or other satisfactory devices in order to reduce radio interference from ignition noise.
- M. No person, other than Authority personnel on official business, shall operate any motor or other vehicle on or across a runway or taxiway without prior approval from the Air Traffic Control Tower and the Authority, except for authorized vehicles responding to an emergency, and shall maintain continuous radio communication with the Air Traffic Control Tower.
- N. The movement of vehicles on or across the Terminal ramp, shall be via the vehicle service road(s), designated thereon, the outer most airfield side boundary of which vehicle service road(s) will be marked by a white line. No vehicle shall be permitted beyond the field side boundary of such vehicle service road except authorized vehicles responding to an emergency or performing airfield maintenance.
- O. When an authorized vehicle passes through an electronic gate, the driver will clear the gate and bring the vehicle to a stop until the gate is fully closed.
- P. Parking is not permitted within designated driving lanes.
- Q. No more than four (4) carts will be towed at any one time by baggage tug vehicles.

#### **304 RADIO EQUIPMENT**

All vehicles operating in the AOA and which are authorized to traverse runways and taxiways, shall be equipped with an operational two-way radio and shall operate under the directions of the Airport Air Traffic Control Tower when in controlled areas. Controlled areas are those designated by signs in the AOA. This Regulation does not apply to:

- A. emergency and rescue equipment while attending an accident;
- B. authorized field maintenance equipment;
- C. those vehicles required for rendering assistance in the removal of disabled Aircraft or the contents thereof;
- D. authorized vehicles that have permission from the Executive Director for special operation in the AOA.

**CHAPTER 400**  
**AIRCRAFT AND AIRCRAFT OPERATION**

**401     AERONAUTICAL ACTIVITIES**

- A.     All aeronautical activities at and over the Airport shall be conducted in conformity with the applicable current regulations and directives of Federal, state and local authorities, and these Regulations.
- B.     Aircraft using the Airport shall be operated and used in such manner as to cause the least noise, vibration and exhaust emission consistent with safety and efficiency.

**402     REFUSAL OF CLEARANCE AND AIRPORT USE**

- A.     The Executive Director may, when necessary for safe or efficient operation of the Airport, delay or restrict any flight or other operation at the Airport, and may prohibit the use of all or any part of the Airport by any Person.
- B.     In the event the Executive Director determines that conditions in the AOA are unsafe, or for other operational reasons the AOA or a portion thereof should be closed, he may issue a notice closing the AOA or any portion thereof.

**403     DISABLED AIRCRAFT**

- A.     Any disabled Aircraft and parts thereof on the Movement Area shall be promptly removed from the Movement Area by the Aircraft Operator, subject to Federal Regulations.
- B.     If any Aircraft Operator refuses to move any disabled Aircraft or part thereof upon being permitted to do so by Federal Regulations, as directed by the Executive Director, such Aircraft or part may be removed by the Executive Director at the Aircraft Operator's expense, and without liability for damage which may result in the course of or after such removal.

**404     REPAIRING OF AIRCRAFT**

Aircraft, or parts thereof, shall be repaired only in those areas of the Airport specifically designated for such purpose by the Executive Director; provided that minor adjustments may be made while the Aircraft is on a loading ramp preparatory to take-off when such adjustment is necessary to prevent a delayed departure.

**405     AIRCRAFT ENGINE RUN-UP**

Aircraft engine run-ups or test operations shall be conducted only in a manner that will not result in a hazard or nuisance to other Aircraft, Persons or property, and in accordance with the following:

- A.     Louisville Muhammad Ali International Airport
  - (1)     Engine run-ups of less than one (1) minute in duration per Aircraft, may be conducted at an assigned Terminal gate or ramp position with prior approval of the Executive Director.
  - (2)     Engine run-ups conducted between 7 A.M. and 9 P.M. in excess of one (1) minute per Aircraft shall occur on the aircraft engine run-up pad designated by the Authority for that purpose.

- (3) Engine run-ups shall be conducted only between the hours of 7 A.M. and 9 P.M. No run-ups will be allowed between the hours of 9 P.M. and 7 A.M. without prior approval of the Executive Director.

**B. Bowman Field**

- (1) Engine run-ups shall only be conducted between the hours of 9 A.M. and 8 P.M., and shall not exceed fifteen (15) minutes in duration per Aircraft.
- (2) Engine run-ups shall only be conducted at the approach end of Runway 24 or Runway 14, and at the intersection of Taxiway 'G' and Taxiway 'H'.
- (3) Aircraft on which engine run-ups are being conducted shall be positioned in a manner which directs engine noise toward the center of the Airport.

**406 SPECIAL AIRCRAFT OPERATIONS**

**A. The following types of Aircraft shall not operate on or from the Airport unless express written authorization is granted by the Executive Director:**

- (1) Experimental Aircraft,
- (2) Sailplanes, gliders and other motorless Aircraft,
- (3) Balloons,
- (4) Restricted Aircraft,
- (5) Ultralight Vehicles, and
- (6) Remote Controlled Aircraft, including model Aircraft.

**B. The following types of activities shall not be conducted on or from the Airport without express written authorization from the Executive Director:**

- (1) Acrobatic Flight,
- (2) Towing of Banners,
- (3) Air or Ground Demonstrations,
- (4) Formation Operations,
- (5) Parachute Jumps,
- (6) Air Shows,
- (7) Rockets and/or Kites, or
- (8) Initial flight test or landing test of any experimental or restricted Aircraft.

**C. Simulated forced landings and simulated power off or engine out procedures shall not be conducted when landing, taking off or transitioning the Airport traffic pattern, unless express approval is granted by the Air Traffic Control Tower in advance of such operations.**

- D. The written authorization referred to in paragraphs A and B of this Section shall not be granted unless the subject activity has been approved by other governmental agencies whose approval is required by law, and evidence thereof presented to the Executive Director by the Person seeking such authorization, and is consistent with the safe and efficient operation of the Airport and the public interest.

**407 LANDINGS, TAKE-OFFS AND GROUND OPERATION – GENERAL**

- A. No Aircraft shall be started, taxied or run-up unless a pilot certified in that type Aircraft or a certified airframe and engine mechanic qualified in accordance with Federal Aviation Regulations in that type of operation is attending the Aircraft controls. Adequate Aircraft restraining methods shall be employed when starting the engine or engines.
- B. The following Airport traffic pattern rules shall apply unless other rules are established by the Federal Aviation Administration:
- (1) Light Aircraft shall enter the traffic pattern at an altitude of 1,000 feet AGL (above ground level), and heavy or high performance Aircraft shall enter at an altitude of 1,500 feet AGL. Heavy or high performance Aircraft for the purpose of this Section are Aircraft with a maximum landing weight of 12,500 pounds or more, or a normal cruising speed of more than 180 knots.
  - (2) Landing Aircraft shall maintain traffic pattern altitude as specified in subsection 1 of this Section until further descent is required for a safe landing. Landing approaches shall be made at the maximum approach angle consistent with safety.
- C. The following taxiing rule shall apply unless other rules are established by the Federal Aviation Administration:
- (1) Aircraft not equipped with functional brakes shall be towed.

**408 LANDINGS, TAKE-OFFS, PARKING AND GROUND OPERATIONS - LOUISVILLE INTERNATIONAL AIRPORT**

In addition to the rules specified in Section 407 of these Regulations, the following rules shall apply to landings, take-offs, parking, and ground operations at Louisville International Airport.

- A. No Aircraft with a total gross weight in excess of gross weight limits of any pavement on Louisville International Airport published by the Federal Aviation Administration Airman's Information Manual (or any successor publication), shall land, take-off or operate on Louisville International Airport, except by permission of the Executive Director.
- B. Aircraft practice, training, and/or proficiency operations shall not be performed by any Person without approval of the Executive Director and upon such terms and conditions as he may reasonably impose giving due consideration to the safe and efficient operation of the Airport.
- C. The following taxiing rules shall apply unless other rules are established by the Federal Aviation Administration:
- (1) No Person shall taxi an Aircraft between a parked aircraft and its gate position.
  - (2) No Person shall taxi an Aircraft in any area from which the general public is not restricted.
- D. Parking:



- (1) Aircraft shall be parked only in those areas or gate positions on the Airport assigned by the Executive Director, unless otherwise specified in these Regulations.
  - (2) When parking or storing Aircraft at the Airport, the Aircraft Operator shall park or store such Aircraft in a manner so as not to create a hazard to other Aircraft, Persons, or property. Parked and unattended helicopters shall have the rotor blades moored or otherwise braked by approved methods or apparatus.
  - (3) Scheduled Commercial Aircraft Operators having operations facilities in the Terminal shall park Aircraft for normal passenger loading and unloading at gate positions assigned by the Executive Director for such parking.
  - (4) Commercial Aircraft Operators not having operations facilities in the Terminal may park for passenger loading and unloading at gate positions assigned to carriers having such operations facilities in the Terminal and with whom inter-airline arrangements have previously been made and approved by the Executive Director.
  - (5) Commercial Aircraft Operators at Louisville International Airport not having their own operations facilities or inter-airline arrangements may stop only at the gate or gates, and for such period, as may be designated by the Executive Director for loading and unloading of passengers and baggage. Other operations, including fueling and parking, shall be conducted at a location specified by the Executive Director.
  - (6) Commercial Aircraft Operators engaged in the carriage of air cargo at Louisville International Airport shall park for loading or discharge only in areas designated by the Executive Director for such use.
- E. No Person shall conduct any aircraft powerback operation without the authorization of the Executive Director.
- F. Aircraft Fueling:
- (1) Aircraft fueling operations shall not be conducted during weather conditions of thunder and/or lightning.
  - (2) Any Person fueling an Aircraft shall provide not less than one (1) wheeled fire extinguisher, having U.L. rating of 80-B and a minimum capacity of 125 pounds of agent, not more than 100 feet from such Aircraft.

#### **409 LANDINGS, TAKE-OFFS, AND GROUND OPERATIONS - BOWMAN FIELD**

In addition to the rules specified in Section 407 of these Regulations, the following rules shall apply to landings, take-offs, and ground operations at Bowman Field:

- A. No Aircraft of any type with a maximum landing weight in excess of 30,000 pounds may operate at Bowman Field without approval of the Executive Director. All turbojet aircraft are encouraged to comply with guidelines for Stage 3 engine noise emission standards. (14 CFR Part 36).
- B. Take-off and landing procedures shall comply with the following regulations:
  - (1) Practice, training, and/or proficiency operations, including, but not limited to, touch-and-go operations, shall not be conducted between the hours of 10 P.M. and 7 A.M. local time (9A.M. on Sunday), or at any time the Air Traffic Control Tower is not in operation.

- (2) On runways with displaced thresholds, intersection take-offs shall be conducted only with the permission of the Air Traffic Control Tower.
- (3) No Aircraft shall be taxied under power into or out of a hangar or T-Hangar.

C. Aircraft Fueling:

- (1) Aircraft fuel servicing shall be conducted only by personnel who have been properly trained in fuel servicing in accordance with the requirements of the Federal Aviation Administration.
- (2) Aircraft fueling operations shall not be conducted during weather conditions of thunder and/or lightning.
- (3) Any Person fueling an Aircraft shall provide not less than two (2) portable fire extinguishers having U.L. rating of 20-B not more than 100 feet from such Aircraft.
- (4) Aircraft fueling shall not be conducted inside hangars.

D. Parking:

- (1) Aircraft shall be parked only in those areas on the Airport assigned by the Executive Director.
- (2) When parking or storing Aircraft at the Airport, the Aircraft Operator shall park or store such Aircraft in a manner so as not to create a hazard to other Aircraft, Persons or property. Parked and unattended helicopters shall have the rotor blades moored or otherwise braked by approved methods or apparatus.

**CHAPTER 500**  
**FIRE/EXPLOSION PREVENTION AND ENVIRONMENTAL**  
**PROTECTION**

**501      GENERAL**

All Persons on the Airport shall comply with applicable Federal, state and local fire prevention laws, regulations, or codes and any violation thereof shall also constitute a violation of Authority Regulations. All violations shall be corrected promptly after notice thereof.

**502      AIRCRAFT EXPLOSIVE OR DANGEROUS SUBSTANCE THREAT**

The following procedures shall be followed upon receipt of and report that an Aircraft is or may be endangered by the presence of a bomb, explosive material or dangerous substance thereon.

A.      Landing or taxiing Aircraft

- (1)      Persons having knowledge of an endangered Aircraft shall advise the Airport Air Traffic Control Tower and/or Authority Communications Center via telephone line at 363-3337 or 368-6524, ext. 250, or such other telephone number as the Authority may direct from time to time immediately.
- (2)      Endangered Aircraft at Louisville Muhammad Ali International Airport having passengers onboard shall unload such passengers on the outer extremities of the Terminal ramp and then immediately be moved to such place as may be designated by the Executive Director. To enable subsequent moving of the Aircraft with a minimum of delay, only those engines shall be shut off which will permit safe discharge of passengers.

B.      Parked Aircraft

Endangered Aircraft shall be evacuated and moved by the Aircraft Operator, or by such Person as may be designated by the Executive Director, to such area as may be designated by the Executive Director in the interest of safety.

C.      Inspection

Inspection of endangered Aircraft and the subsequent declaration of safety or contamination shall be the responsibility of the Aircraft Operator, and shall be accomplished immediately after parking and evacuation of the Aircraft.

**503      HAZARDOUS MATERIALS**

A.      Shipment

No hazardous materials or oil shall be used, transported, stored, loaded, or unloaded on or from the Airport by any Person except in compliance with all applicable Federal, state, and/or local laws and the rules and regulations of all agencies having jurisdiction.

B.      Spills

Whenever a release (other than an authorized release) of any hazardous material in a quantity which exceeds the reportable quantity, as set forth in Louisville Metro Hazardous Materials Ordinance #188 or applicable law or regulation, occurs on any facilities of any tenant or other occupant of the Airport, the Person in charge, upon discovery of such release, or evidence thereof, shall immediately cause notice of the occurrence of such release, the circumstances of same, and the location thereof to be given to the Fire Communications Bureau by telephoning "911" or such

other emergency telephone number as may be designated from time to time. Any such notice so required hereunder shall also immediately be given to the Authority Communications Center via telephone line at 363-3337 or 368-6524, extension 250, or such other telephone number as the Authority may direct from time to time. Nothing in these Regulations shall relieve each such Person from any obligation to cause such notice to be given to any other Federal, state and/or local agency having jurisdiction. Nor shall the requirements of these Regulations be construed to prohibit any Person on or about such facilities from using all diligence necessary to control such release prior to the notification required herein.

- C. For purposes of these Regulations, “hazardous materials”, “oil”, “release”, and “reportable quantity” shall have the respective meanings ascribed to them in Section 6.03 of Louisville and Jefferson County Metropolitan Sewer District Regulations affecting the Use of Public and Private Sewers and Drains.

#### **504 HAZARDOUS MATERIALS SPILL PREVENTION AND CONTROL (HMPC) PLAN AND REPORTING**

- A. All airlines, tenants, licensees, or agencies operating on Authority property shall comply with the requirements of local, state, and Federal law and ordinances when handling and storing any item classified as a hazardous material.

**CHAPTER 600**  
**CHARGES AND FEES**

**601      RATES, CHARGES AND FEES**

- A.      The Authority shall from time to time establish and publish general rates, charges and fees for the use of Airport landing areas, ramps, and common aviation facilities, and for commercial vendors, concessionaires and other Persons for the use or occupancy of Terminal or other ground use facilities, all upon such conditions as the Authority may deem in the best interest of maintaining, operating or expanding necessary Airport or air navigation facilities, and the public use thereof. Such general rates, charges and fees, when established and published as required by law, shall have the same force and effect as if a part of these Regulations. Published general rates, charges and fees shall not apply to Signatory Airlines or to any user of the Airport with whom the Authority has entered into a written agreement, license, or permit providing different rates, charges or fees. Nothing in such published general rates, charges and fees, or in these Regulations shall be deemed to grant authorization to any Person to conduct any commercial or other activity upon, or occupy any part of, the Airport for any purpose.
- B.      Definitions. For purposes of Chapter 600:
- (1)      An “AFFILIATE AIRLINE” is an air transportation company which flies in and out of the Airport on behalf of a Signatory Airline and (i) is providing transportation of property or passengers for the Signatory Airline (a) under essentially the same trade name of such Signatory Airline or the trade name of the parent company or wholly-owned subsidiary of the Signatory Airline, or (b) using essentially the same livery as a Signatory Airline, (ii) if flying under its own name at the Airport, is not selling any seats or transporting any cargo in its own name and all seats are being sold or all cargo is being transported in the name of the Signatory Airline, or (iii) is the parent company or wholly owned subsidiary of the designating Signatory Airline.
  - (2)      “AIRPORT USE AGREEMENTS” are written agreements between an air transportation company and the Authority having terms and provisions substantially like those set forth in the form of agreements approved by the Authority’s Board on June 8, 2022.
  - (3)      a “SIGNATORY AIRLINE” is an air transportation company which (i) provides air service; (ii) has executed an Airfield Use Agreement; and (iii) has either (y) entered into a Terminal Use and Lease Agreement for use and occupancy of the Terminal Building Area and the Terminal Apron Area having terms substantially the same as those contained in the Terminal Use and Lease Agreement entered into by certain airlines effective July 1, 2022 and providing for the leasing of a minimum of 1,000 square feet of Exclusive Use Space or (z) leased or subleased from the Authority a minimum of five (5) acres or entered into a “through the fence” agreement allowing airfield access from adjoining facilities in each case for a term ending June 30, 2032.
  - (4)      a “NON-SIGNATORY AIRLINE” is an air transportation company which (i) provides air service at the Airport; and (ii) is not a Signatory Airline or Affiliate Airline.

**602      BUILDING OCCUPANCY, HOLDOVER AND JOINT SPACE**

- A.      Nothing herein contained shall require the Authority to consent to, or shall be construed as consent to, the use of space within any building. The right of any Person occupying or using space to continue to use or occupy under these Regulations may be terminated by the Authority immediately upon notice, and such termination shall be effective at the conclusion of any period for which the rents have been paid prior to the receipt of such notice.

- B. Any Person occupying or using space in any building on the Airport, after the expiration of such Person's contract, permit, lease or license, without written permission to do so from the Authority, shall pay rent at double the rate provided in such expired contract, permit, lease or license for each month or fraction thereof of occupancy of such space, which amount shall be payable, in advance, on the first day of each monthly period of extended occupancy, and where appropriate, shall be in addition to payment for utilities consumed in such space.
- C. In the event two or more Persons jointly occupy or use space, each shall be obligated to the Authority for the full amount due therefore, but the total amount received by the Authority shall not thereby be increased, and each of such occupants shall be credited with the amount paid by any other for such joint space.

### **603 POLICY FOR ESTABLISHING CERTAIN RATES, FEES AND CHARGES**

- A. The basic policy of the Authority is that the Airport System will be operated, maintained and developed on at least a self-sustaining basis, without the use of local tax revenues and in a manner designed to meet the covenants under the Louisville Regional Airport Authority Airport System Revenue Bond Resolution. To this end, rates, fees and charges to airlines operating at Louisville Muhammad Ali International Airport without a written agreement with the Authority, will be established, subject to the right of the Authority to amend its Schedule of General Rates, Charges and Fees as permitted by law and consistent with the provisions of said Revenue Bond Resolution and other obligations of the Authority.
- B. In return for use of premises, and the rights, licenses, and privileges granted hereunder and for the undertakings of the Authority, airlines and other users of airport facilities agree to provide the Authority information and to pay the Authority, without deduction or set off, certain rentals, fees, and charges as set forth in these Regulations. Users shall furnish to the Authority on or before the 10th day of each month, an accurate report of their activities at the Airport during the preceding month, setting forth all data the Authority deems reasonably necessary to calculate the fees and charges due the Authority under these Regulations. These activities may include, as appropriate, total number of landings for the month by type of aircraft, the certificated weight of each aircraft, the use of aprons, holdrooms and loading bridges not leased to airline on a Preferential Basis, length of stay information in hours or days, and the total number of enplaning and deplaning passengers reported as to "scheduled" and "charter". All fees and charges shall be due and payable within fifteen (15) days from date of invoice unless otherwise specified on the invoice. Any payment not received on or before the due date shall accrue interest as specified in Section 604 below.

### **604 INTEREST AND SERVICE CHARGE**

- A. All rentals, fees or other charges due the Authority under these Regulations, under any written agreement, permit or license (except under a written agreement, permit or license executed prior to the adoption of these Regulations), or otherwise, shall be due on the due date specified in the agreement with or permit or license issued by the Authority or, in the absence thereof, on the invoice issued therefore. There shall be an interest and service charge of one and one-half percent (1-1/2%) per month, on any amount due and unpaid to the Authority under such agreement, permit, license or invoice commencing on the first day following the due date thereof and accruing at a daily rate thereafter. The obligation for payment of such interest and service charge shall be a part of all agreements, permits or licenses hereafter executed by the Authority, whether or not expressed therein and whether or not reference to this Regulation is made therein. In no case shall such interest and service charge be less than ten dollars (\$10.00) per assessment per month.
- B. To the extent any interest and service charge provided in Section 604A of these Regulations shall exceed the amount or rate allowed by law under the particular circumstances, such charge shall be reduced to the maximum amount allowed by law.

## 605 SCHEDULE OF GENERAL RATES, CHARGES, FEES, AND PENALTIES

This Schedule of General Rates, Charges and Fees is adopted pursuant to KRS 183.133 and Section 601 of the Regulations of the Louisville Regional Airport Authority and shall be deemed a part of the Regulations.

### A. **Landing Fees, both Airports, each landing, Non-Based Commercial Aircraft Operators:**

One Dollar and Thirty-Three and Six Tenth Cents (\$1.336) per 1,000 pounds of Maximum Landing Weight; minimum: \$5.00 per Aircraft. No fee applies to Exempt Landings, as defined in the Airport Use Agreement, as may be amended from time to time. Exempt Landings include ferry flights and any landing of an aircraft which after having taken off from the Airport, and without landing at any other airport, shall return to land at the Airport because of (i) weather conditions, (ii) mechanical or operating failure or causes, (iii) any other reason of caution or emergency, (iv) training flights, or (v) maintenance check flights.

### B. **License Fees for Based Commercial Aircraft Operators, Both Airports:**

Annually, for each Aircraft operated under certificate issued by the Federal Aviation Administration pursuant to:

- (1) 14 CFR, Part 135 (FAR Part 135) - Seven Hundred Dollars (\$700);
- (2) 14 CFR, Part 121 (FAR Part 121) - One Thousand Four Hundred Dollars (\$1,400);

In addition to any other applicable rates, fees, or charges established by this Schedule or agreed to by the Operator and the Authority.

### C. **Fuel Flowage Fees, Aircraft Fuels:**

- (1) Louisville Muhammad Ali International Airport
  - (a) Except for sales to which subsections b, c, or d of this Section C. (1) applies, Four and one half cents (\$.045) per gallon sold or delivered for any purpose, including to itinerant (non-Airport based) military aircraft other than resale in the regular course of business.
  - (b) One and one quarter cents (\$.0125) per gallon sold or delivered to non-scheduled air carriers.
  - (c) 2.0 mil per gallon on first 750,000 gallons per month sold or delivered to scheduled air carriers and military aircraft based at the Airport.
  - (d) 1.5 mil per gallon over 750,000 gallons per month sold or delivered to scheduled air carriers and military aircraft based at the Airport.
- (2) Bowman Field - Seven cents (\$.07) per gallon.

### D. **Aircraft Parking Fees, on Land Not Under Lease:**

Aircraft may park free of charge on land not leased to a Fixed Base Operator or used as Terminal Aprons for periods not to exceed the first eight (8) hours during a calendar month. After the first eight (8) hours in any calendar month, continuous or intermittent parking of each Aircraft shall be at the following rates:

- (1) Louisville Muhammad Ali International Airport:

<b>Type of Aircraft</b>	<b>Rate per Day or Fraction Thereof</b>
Single Engine	\$ 5.00
Multi Engine Less than 12,500 lbs.	8.00
12,500 – 25,000 lbs.	10.00
25,000 – 50,000 lbs.	15.00
50,000 – 75,000 lbs.	20.00
75,000 – 150,000 lbs.	30.00
150,000 – 300,000 lbs.	55.00
300,000 – 450,000 lbs.	95.00
Over 450,000 lbs.	125.00

(2) Bowman Field:

<b>Type of Aircraft</b>	<b>Rate per Day or Fraction Thereof</b>
Single Engine	\$ 5.00
Multi Engine Less than 12,500 lbs.	8.00
12,500 – 25,000 lbs.	10.00
25,000 – 50,000 lbs.	15.00
50,000 – 75,000 lbs.	20.00

E. **Non-Contract Space Rentals:**

Rental for any exclusive or shared-use space occupied without a current written lease, contract or agreement with the Authority, including temporary use of such space, shall be at the following monthly, daily or per use rates as applicable:

(1) Louisville Muhammad Ali International Airport:

- (a) **Terminal Space** - Monthly rate of Five Dollars and Eight Cents (\$5.08) per square foot, with a minimum charge of \$250.00 per month or fraction thereof.
- (b) **Air Carrier Common Use Area Fees** (Bag Claim, Bag Make Up, Holdroom)- Eighty percent (80%) of the total required fees is prorated for a calendar month on the basis of the Airline's local deplaned passengers (bag claim) or enplaned passengers (bag make up and holdroom) during the preceding month in relation to the deplaned/enplaned passengers for all users of the Common Use bag claim/bag make up/holdroom area during the period (or as estimated if last month's number of actual passengers is not available).

Twenty percent (20%) is divided equally among the Signatory Airlines (including for the purposes hereof those of its Affiliate Airline(s) but excluding those on flights for which such Signatory Airline served as an Affiliate Airline(s) for another Signatory Airline) for which the local portion of its deplaned/enplaned passengers in such month totaled at least one percent (1%) of all deplaned/enplaned passengers for such month, plus any scheduled airlines, not already covered by the definition of Signatory Airline, whose deplaned/enplaned passengers in such month totaled at least one percent (1%) of all deplaned/enplaned passengers for such month.

Each air carrier signatory to the Airport Use and Lease Agreements and every other air carrier using the terminal building at Louisville Muhammad Ali International Airport pays monthly one-twelfth (1/12) of its share of the total annual fees. Non-Signatory Airlines using the Terminal at Louisville Muhammad



Ali International Airport pays monthly 1.15 times one-twelfth (1/12) of their share of the total annual fees.

- (c) **Terminal Apron Area Parking** - Monthly billings for the Terminal Apron Area Rental Rate for Airlines that are loading and unloading passengers, during a Fiscal Year, for use of the Terminal Apron Area shall be measured by dividing the Airline's total operations by the total operations for all such Signatory Airlines, Affiliate Airlines and Non-Signatory Airlines. For purposes of this formula "Airline's total operations" shall mean the actual number of aircraft operations (take-offs and landings) at the Airport during the most recent preceding 1-month period for which the Authority has received operations reporting from the Signatory Airlines, Affiliate Airlines and Non-Signatory Airlines. Non-Signatory Airlines pays monthly 1.15 times one-twelfth (1/12) of their share of the total operations.

Each individual operation is limited to a maximum of four (4) hours while the terminal is open. Airline's use beyond the maximum time will be treated as an additional operation, unless the aircraft is relocated away from the gate to a remote aircraft parking area. Remote aircraft parking areas are subject to additional fees as specified in part (d) of this section.

- (d) **Hardstand Terminal Apron Parking** – Eighty-three Cents (\$0.83) per 1,000 pounds of certificated gross landed weight for each use of Terminal Apron Area for parking of aircraft or equipment or any other such use that are not utilizing a passenger boarding bridge (remote aircraft parking) not under lease, the duration of each such use not to exceed eight (8) hours while the Terminal is open.

- (e) **Per Day Airline Ticket Counter Usage Fees, Louisville Muhammad Ali International Airport Terminal Building** – Airlines or Persons may use airline ticket counters not under lease to a Signatory Airline or tenant. The airline ticket counter use will include ticket counter podium(s), ticket counter bag belt use, and queuing area with stanchions; provided, enclosed office space (where available) may be included as requested. The Per Day Airline Ticket Counter Usage Fee rate is Sixteen and Seven-tenths Cents (\$0.167) per square foot, plus Fourteen Dollars and Eighteen Cents (\$14.18) for ticket counter bag belt use.

- (2) Bowman Field:

**Administration Building** - One Dollar and Seventeen Cents (\$1.17) per square foot per month with a minimum charge of One Hundred Fifty Dollars (\$150.00) per month or fraction thereof.

F. **Bowman Field Authority T-Hangar Monthly Rates**

T-Hangar Number	Monthly Rental Rate
401-432	\$ 363.00
1-4, 7-10, 12, 14-15, 17-24, 26-29, 32-35, 37, 39-49, 51-54, 57-60, 62, 64-65, 67-74, 76-79, 81-87, 89-95, 97-100, 302-305, 307-315, 317-325, 327-330	\$ 310.00
5-6, 11, 13, 16, 25, 30-31, 36, 38, 50, 55-56, 61, 63, 66, 75, 80, 88, 96, 101, 301, 306, 316, 326	\$ 394.00
332-335, 354-357, 359-362, 381-384	\$ 397.00
331, 353, 358, 380	\$ 438.00
337-343, 345-351, 364-370, 372-378	\$ 454.00
336, 352, 363, 379	\$ 531.00

**G. Louisville Muhammad Ali International Airport and Bowman Field Permit Fees**

**(1) Louisville Muhammad Ali International Airport**

- (a) For the non-exclusive privilege of conducting business on the Airport and providing services to tenants of the Airport and others, including, but not limited to, normal and customary ground handling services, aircraft cleaning and detailing, ground equipment service and maintenance, selling and brokering of glycol, the application of glycol, sorting of cargo and mail, and other third party services, Persons shall obtain a permit to conduct such activity from the Authority, and shall pay to the Authority a fee of ten percent (10%) of all monthly gross receipts derived from conducting and providing such services. Person agrees that it will perform the services only on the basis of written contracts with one or more of the tenants on the Airport. Person shall provide the Authority with copies of such contracts upon request. Person is not authorized to perform any other activity or conduct any other business at the Airport under this permit.

**(2) Bowman Field**

- (a) Commercial Operators - As defined in Chapter 800, Commercial Operators shall pay an annual permit fee as follows:
- (i) Fixed Base Operator (FBO) - \$2,500.00
  - (ii) Specialized Aviation Service Operator (SASO) - \$1,000.00
- or
- as stipulated under a specific agreement or contract between the Commercial Operator and the Authority.
- (b) Independent Operators – As defined in Chapter 800, Independent Operators shall pay an annual permit fee of \$200.00.

**H. Bowman Field Penalties**

If a Commercial or Independent Operator is found to be conducting any Commercial Activity on the Airport without Authorization and the proper permits or agreements from the Authority, The Commercial or Independent Operator shall be subject to the following fines and penalties:

- (1) The first offense - \$250.00
- (2) The second offense - \$450.00
- (3) The third offense – removed from, and prohibited from entering Airport property.

**I. Other Charges**

**Excessive Utility Charge** - If a tenant is not assisting in the proper maintenance of environmental controls (i.e., leaving doors open to the outside in extreme hot or cold temperatures), and the Authority is incurring additional utility charges due to the tenants lack of cooperation, the Authority has the right to bill the tenant, the actual amount of additional utility charges or One Hundred Dollars (\$100) per day, whichever is greater.

**T-Hangars** - Lost or Additional T-Hangar Keys or Gate cards may be issued for a \$25.00 non-refundable fee.

**J. Non-Authority Sponsored Activities**

For the privilege of conducting a non-Authority sponsored activity at the Airport, operators shall contact the Authority in advance and sign the required agreements to obtain the Authority's permission for the activity.

**K. General Requirements:**

- (1) Persons not having authorization from the Authority shall not conduct Commercial Activity at the Airport, including use of the Airport driveways, without a Permit or lease issued in compliance with this and other Regulations of the Authority. Any Person desiring such a Permit may obtain one by duly filing an application with the Executive Director on forms provided by the Authority; provided, Authority approves such application. Information to be furnished by applicants shall include, but may not be limited to, the following: (i) Name, form of business entity of Applicant and place of formation or incorporation; (ii) Address of applicant and designation of person and address to whom all correspondence from the Authority should be directed; (iii) Agent and registered address for service of legal process; (iv) Proof of insurance coverage required by this Regulation, including a copy of the insurance policy or certificate of insurance; (v) Any other information the Executive Director deems necessary properly to implement this Regulation.
- (2) Nothing in this Schedule of General Rates, Charges and Fees shall be deemed to grant Authority approval to conduct any Commercial Activity or other activity upon the Airport without prior express written approval and upon such further terms and conditions as may be prescribed in such approval.

**606 RENTAL CAR OPERATIONS - LOUISVILLE MUHAMMAD ALI INTERNATIONAL AIRPORT**

**A. Off-Airport Rental Car Operators**

- (1) For the privilege of conducting business by providing vehicles to passengers at or picked up at the Airport, and using Authority provided driveways, Terminal curbs areas and other Airport facilities (the "Concession"), each rental car operator ("Operator") operating at the Airport without a concession agreement with the Authority shall obtain a permit to do so from the Authority ("Permit") and pay to the Authority a fee (the "Fee") of ten percent (10%) of all monthly gross receipts derived from rental of vehicles to passengers picked up at the Airport.

The Operator shall separately state and collect the ten percent of gross receipts to be paid to the Authority in all rental contracts for all rentals, services or fees paid by its customers. Such amount shall be identified as "Concession Fee" on each rental contract. The Operator shall state in all rental agreements the Vehicle License Fee, Loss Damage Waiver Fee, Collision Damage Waiver Fee, or other pass through fees allowed herein. Any such amounts collected by Operator shall be included in the Gross Receipts. The Concession Fee amounts collected shall be subject to an allowable recoupment fee or concession fee recovery by the Operator and such recoupment fee shall not make the Concession Fee to exceed 11.11%. No other pass-through fees or charges, including property taxes, shall be allowed other than exceptions allowed herein. The Authority shall have the right to modify or delete this requirement upon thirty (30) days' written notice to each operator if it concludes, in its sole discretion, that its treatment of such a fee is not in the best interest of the Authority, is contrary to accepted industry practices, or is unlawful.

- (2) Within fifteen (15) calendar days after the end of each calendar month in which operations covered by this Regulation have been conducted, Operator shall submit to the Authority payment of the Fee together with a duly certified statement of gross receipts derived from such operations in such form and detail as the Authority may from time to time specify,

verifying the amount of such Fee that is due and payable for such month. The Authority reserves the right to audit the Operator's books, including the general ledger, and records of receipts at any reasonable time, for the purpose of verifying the gross receipts reported by the Operator hereunder. No demand of payment or performance of any obligation of Operator hereunder need be made, but it shall be the duty of the Operator to pay monies and perform all other obligations hereunder when due without demand. Failure to pay any amount or to perform any other obligation when due hereunder shall entitle the Authority, in addition to any other remedy, to revoke or suspend the Operator's Permit upon issuance of written notice of the violation(s) and failure of the Operator to cure same within the time specified therein, until any such violation is cured.

- (3) The term "gross receipts" as used herein shall mean, for all purposes hereof, in the case of each rental transaction, the greater of (i) the amount stated on the rental agreement or other documentation at the time the customer takes delivery of the vehicle, or (ii) the revenue actually received on account of such vehicle rental transaction, plus the aggregate of the entire amount of all revenues received and services performed for cash, on credit or otherwise, of every kind, name and nature arising out of or from Operator's operations at or from the Airport, regardless of actual collection, including without limitation:
- (a) Amounts paid by customers of Operator separately billed as additional charges in consideration for waiver by Operator of its right to recover from customers for damage to the vehicle rented (commonly referred to as collision damage waiver "CDW" or loss damage waiver "LDW"), including unbundled CDW or LDW (unbundling commonly referred to as Rental Car Companies' practices of having agreements with customers that stipulate an "all inclusive" rate that, in addition to time and mileage, may include loss damage waiver, collision damage waiver, liability insurance supplement, personal accident insurance, and personal effects coverage);
  - (b) Any charges separately billed to customers for any time, mileage, pre-paid toll service, cellular phones, child seats, additional driver fees, underage or overage driver, global positioning navigational system equipment, satellite radio/data service, cellular phone/laptop/tablet charging devices, including any fees, surcharges and all other charges, derived from or incidental to the Operator's Concession under a Permit;
  - (c) Any charges separately billed to customers for prepaid fueling or as reimbursement for refueling an automobile which is rented pursuant to a rental agreement under which the customer is obligated to return the automobile with the same amount of gasoline as furnished at the inception of the rental (commonly referred to as "fuel to fill");
  - (d) The amount of any corporate or volume discounts or rebates, including any discounts or adjustments granted to customers for customers service issues;
  - (e) The value of pre-paid coupons and vouchers sold to corporations, tour operators or individuals, either in advance or invoiced after use, even if the rental charges are not shown on the actual closing rental agreement (For purposes of this paragraph, "value" shall mean the amount paid by the customer);
  - (f) The full rate that would have otherwise been charged to those receiving complimentary automobiles, including automobiles provided to tour operators, their affiliates, representatives or other third parties for the promotion of business, or automobiles otherwise provided in exchange for goods, services, or accommodations;

- (g) Any charges separately billed to customers of Operator for Vehicle License Fee (“VLF”) including all items included in the VLF line item except federal, state or municipal sales taxes or other similar taxes such as property taxes;
- (h) The amount charged for drop off fees, intercity fees or other similarly named fees that are charged to customers for one-way vehicle rentals;
- (i) The amount of all charges for rental agreements entered into although the vehicle initially rented is exchanged elsewhere and a new rental agreement is submitted therefore;
- (j) Proceeds from the sale of vehicles for retail to general consumers under no formal program or from formal programs such as “rent-to-own” or “rent-to-buy”; and
- (k) Any amounts charged by Operator to the customer as a pass through to its customer of Fees.

Except:

- (l) The amount of any federal, state, local, sales or tourism taxes, U-Drive-It / Motor Vehicle Usage taxes or other similar taxes separately stated and collected from customers of Operator now or hereinafter levied or imposed;
- (m) Any sums received by Operator as compensation for damage to automobiles or other property of Operator, or for loss, conversion, or abandonment of such automobiles including charges to a customer for: towing of a damaged vehicle; payment of transporters to drive a damaged vehicle to the Operator’s place of business; replacement of lost or damaged keys; citations, fees, and tolls issued by law enforcement or other governmental or quasi-governmental authorities; fees for release of a vehicle from impound storage; costs for repair and/or extensive cleaning of a vehicle due to damage; and other expenses incurred by Operator and reimbursed by the customer to return a vehicle back to service because of damage, to the extent that such charges do not exceed the actual documented cost of the costs incurred by Operator;
- (n) Customer Contract Fee (as defined later in this section);
- (o) Any discounts separately stated on the rental agreement at the time the customer takes delivery of the vehicle, and are recorded and reported in separately documented accounts from non-excludable discounts. Operator forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion shall be allowed for any amount retained by a third party as a financing discount which may apply by reason of Operator’s acceptance of credit cards or other credit arrangements. No exclusion shall be allowed for the portion of retroactive rebates, dividends or refunds to any customer upon attainment of a specified volume of rentals attributable to revenue or as part of any other marketing plan which does not list the discount on the rental agreement at the commencement of the rental transaction;
- (p) Proceeds from the sale of cars for wholesale to those other than the general consumer;
- (q) Proceeds from the sale of Operator’s capital assets.

- (4) Operator's vehicles used to pick up or drop off customers at the Airport shall be covered by auto liability insurance providing coverage for bodily injury and property damage, in the single limit amounts of not less than \$1,000,000. The Authority shall be furnished a copy of said certificate of insurance, in which the Authority shall be named an additional insured, with satisfactory assurance that said insurance will not be canceled without thirty (30) days prior written notice of such cancellation to the Authority.
- (5) Persons not having a concession agreement or other authorization from the Authority shall not rent vehicles to passengers to be picked up at the Airport, without a Permit issued in compliance with this and other Regulations of the Authority. Any Person desiring such a Permit may obtain one by duly filing an application with the Executive Director on forms provided by the Authority. Information to be furnished by applicants shall include, but may not be limited to, the following: (i) Name, form of business entity of Applicant and place of formation or incorporation; (ii) Address of applicant and designation of person and address to whom all correspondence from the Authority should be directed; (iii) Agent and registered address for service of legal process; (iv) Proof of insurance coverage required by this Regulation, including a copy of the insurance policy or certificate of insurance; (v) Any other information the Executive Director deems necessary properly to implement this Regulation. Permits issued hereunder shall expire, unless sooner terminated, on December 31 of each year. Applications for renewal permits shall follow the same procedures as for permits hereunder.

**B. Rental Car Customers**

- (1) Until June 30, 2022, for the privilege of using Authority-approved Airport facilities as the origin for the rental, pick-up or delivery of rental cars, or as the origin or destination for being transported or shuttled to off-airport locations for the rental of rental cars, each Rental Car Customer using such Authority-provided Airport facilities shall pay to the Rental Car Company from which it rents a car, in trust for the benefit of the Authority, a fee (the "Customer Contract Fee") of \$4.00 per day, or partial day, for each rental of any car rented at the Airport. Beginning July 1, 2022, the Customer Contract Fee shall be \$6.00 per day, or partial day, for each rental of any car rented at the Airport. The collection of a Customer Contract Fee shall be limited to the first seven (7) days of any customer rental agreement.
- (2) For purposes of this Section, the term "Rental Car Customer," shall mean any person or entity who rents a car, truck or other motorized vehicle.
- (3) For purposes of this Section, the term "Rental Car Company" shall mean any person or entity who rents cars, trucks or other motorized vehicles, or who picks up customers in contemplation of renting cars, trucks or other motorized vehicles, at the Airport, all whether pursuant to a concession agreement, a permit or otherwise.
- (4) For purposes of this Section, the term "Rental Car Transaction" shall mean the rental of one car, truck or other motorized vehicle by one person, one entity or one combination of persons and/or entities, for an uninterrupted period of time.

**607 FLIGHT CREW PARKING – LOUISVILLE MUHAMMAD ALI INTERNATIONAL AIRPORT**

Parking for flight crew members, who are employed by air carriers who provide regularly scheduled service in the terminal building at Louisville Muhammad Ali International Airport, will be provided by the Authority for a fee of One Hundred and Eighty Dollars (\$180.00) per year. Such fee is to be paid annually at the time the parking access is granted or annual renewal thereof. Parking privileges are at the discretion of the Executive Director.

## 608 INSURANCE REQUIREMENTS

### A. General Requirements

- (1) Except under the terms and conditions of a lease, license, contract, permit or other agreement issued by the Authority which provides for a different limit, any Person conducting a commercial operation of any kind on or from the Airport shall be required to provide, at such Person's sole expense, certificates of insurance in a company or companies acceptable to the Authority in which insurance the Authority shall be named an additional insured, in the following minimum amounts:
  - (a) For activities conducted on the runways or taxiways at Louisville Muhammad Ali International Airport, liability insurance coverage for property damage and bodily injury in the single limit amount of \$10,000,000.00; and
  - (b) For activities conducted in the AOA, liability insurance coverage for property damage and bodily injury in the single limit amount of \$2,000,000.00; and
  - (c) For all activities conducted outside the AOA, \$1,000,000.00 combined single limit liability insurance coverage; and
  - (d) Workers' Compensation insurance covering all employees of such commercial operation in the amounts required by law.
  - (e) For all Ground Transportation Operators, auto liability insurance providing coverage for bodily injury and property damage, in the single limit amounts as set forth by the Commonwealth of Kentucky. The amounts and kinds of insurance required under a lease, contract, license, permit or other agreement may be different from that herein, but in no case shall such insurance coverage be less than the minimums herein specified.
- (2) The Authority shall review the insurance requirements annually in comparison with industry standards and availability.

### B. Bowman Field Minimum Standards Insurance Requirements

- (1) Commercial Operators shall be required to provide, at such Person's sole expense, certificates of insurance in a company or companies acceptable to the Authority in which insurance the Authority shall be named an additional insured, in the following minimum amounts:
  - (a) Fixed Based Operators - public liability insurance issued by an insurance company or companies acceptable to the Authority, with combined single limits of not less than \$5,000,000, which provides coverage for public liability, property damage, bodily injury, and automotive and on-airport automotive liability both licensed and unlicensed, (ii) not less than \$1,000,000 of hangar keeper and aircraft liability insurance coverage, and (iii) not less than \$2,000,000 products liability insurance coverage.
  - (b) Specialized Aviation Service Operators
    - (i) Aircraft Maintenance and Repair Services – At a minimum, public liability insurance issued by an insurance company or companies acceptable to the Authority, with combined single limits of not less than \$2,000,000, which provides coverage for public liability, property damage, bodily injury, and automotive and on-airport automotive

liability both licensed and unlicensed, (ii) not less than \$1,000,000 of hangar keeper and aircraft liability insurance coverage, and (iii) not less than \$2,000,000 products liability insurance coverage.

- (ii) Avionics, Instrument, and/or Propeller Maintenance Services – At a minimum, public liability insurance issued by an insurance company or companies acceptable to the Authority, with combined single limits of not less than \$2,000,000, which provides coverage for public liability, property damage, bodily injury, and automotive and on-airport automotive liability both licensed and unlicensed, (ii) not less than \$1,000,000 of hangar keeper and aircraft liability insurance coverage, and (iii) not less than \$2,000,000 products liability insurance coverage.
- (iii) Aircraft Rental/Flight Training - At a minimum, public liability insurance issued by an insurance company or companies acceptable to the Authority, with combined single limits of not less than \$1,000,000, with a per seat limit of \$100,000.
- (iv) Aircraft Sales - At a minimum, public liability insurance issued by an insurance company or companies acceptable to the Authority, with combined single limits of not less than \$1,000,000.
- (v) Other Commercial Aeronautical Activities – Limits of liabilities shall be determined by type of service and products being offered and shall be defined in a permit, agreement or other contractual document with the Authority.

(2) Independent Operators

- (a) Mechanics - At a minimum, public liability insurance issued by an insurance company or companies acceptable to the Authority, with combined single limits of not less than \$1,000,000.
- (b) Flight Instructors - At a minimum, public liability insurance issued by an insurance company or companies acceptable to the Authority, with combined single limits of not less than \$1,000,000, with a per seat limit of \$100,000.

**C. Non-Signatory Airlines**

Any air carrier operating into Louisville Muhammad Ali International Airport that is not operating under a contractual agreement with the Authority shall provide at such company's sole expense, certificates of insurance in a company or companies acceptable to the Authority in which insurance the Authority shall be named an additional insured, in the following minimum amounts:

- (1) Aircraft liability insurance and comprehensive form general liability insurance, covering bodily injury, personal injury, property damage, cross-liability, products/completed operations liability, premise liability, war risk coverage and contractual liability with the following liability limits which shall be combined single limit per occurrence, on occurrence form policy.
  - (a) For Airlines operating Airplane Design Group (ADG) I – fifty million dollars (\$50,000,000)
  - (b) For Airlines operating Airplane Design Group (ADG) II – one hundred million dollars (\$100,000,000)
  - (c) For Airlines operating Airplane Design Group (ADG) III – five hundred million dollars (\$500,000,000)



- (d) For Airlines operating Airplane Design Group (ADG) IV – five hundred million dollars (\$500,000,000)
- (e) For Airlines operating Airplane Design Group (ADG) V – seven hundred fifty million dollars (\$750,000,000)
- (f) For Airlines operating Airplane Design Group (ADG) VI – seven hundred fifty million dollars (\$750,000,000)

With respect to coverage for products/completed operations and personal injury, except with respect to passengers, a sublimit of not less than twenty five million dollars (\$25,000,000) per occurrence, and in the annual aggregate, shall be permitted with the approval of the Authority. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft.

- (2) Automobile liability insurance with a liability limit of not less than ten million dollars (\$10,000,000) for all owned, non-owned, and hired vehicles operated by or on behalf of Airline at the Airport, including any additional or replacement vehicles.
- (3) Liquor liability insurance for Airline serving alcoholic beverages in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence.
- (4) Hangarkeepers liability insurance or other appropriate insurance in an amount adequate to cover any aircraft or non-owned property in the care, custody and control of Airline at Airport, but in any event in an amount not less than fifty million dollars (\$50,000,000) per occurrence.
- (5) Employer's liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.
- (6) Airline shall likewise maintain workers' compensation insurance or evidence of self-insurance, in accordance with the laws of the Commonwealth of Kentucky, covering all its employees who may from time to time be at the Airport in such capacity. Airline shall require each of its agents, licensees, subcontractors, and suppliers of the leased premises to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline's operations hereunder. Upon request by the Authority, Airline shall furnish the Authority with evidence of such workers' compensation insurance in a form acceptable to the Authority. However, in no circumstance will the Authority be required to provide Worker's Compensation coverage for any Airline's employee, officer, representative, agent, contractor, subcontractor, supplier, vendor or any other person in connection with any work performed on the Airport or in any way connected to the operations of the Airport.

## CHAPTER 700 GROUND TRANSPORTATION

### 700 GENERAL PROVISIONS

A. Definitions. For purposes of this Chapter 700:

- (1) “Airport” means the Louisville Muhammad Ali International Airport at Standiford Field, Louisville, Kentucky.
- (2) “Airport Geofence” means the Authority approved virtual perimeter of the Airport that encompasses the real-world geographic area and is utilized by The Transportation Network Company to track and report the monthly activity of Transportation Network Company Vehicles at the Airport.
- (3) “Airport Shuttle” means any motor vehicle:
  - (a) which is plainly-marked and identified as a shuttle, and is designed or constructed, as a van;
  - (b) which provides transportation service from the Airport pursuant to a regular schedule along one or more state-designated routes, including within the Louisville Metro area;
  - (c) which meets all requirements prescribed by Louisville Metro Ordinances, the Kentucky Revised Statutes and Kentucky Administrative Regulations applicable to airport shuttle operations; and
  - (d) which is not a Luxury Limousine, Transportation Network Company Vehicle or a Taxicab.
- (4) “Authority” means the Louisville Regional Airport Authority.
- (5) “AVI Tag(s)” means the Automatic Vehicle Identification transponder, receiver or sticker compatible with the Automatic Vehicle Identification systems installed at the Airport.
- (6) “Charter Bus” means any motor vehicle:
  - (a) which is a commercial motor vehicle, as defined by KRS 281A.010(8), except that it shall be designed to transport seventeen (17) or more persons, including the driver;
  - (b) which is used to transport a group of persons who, pursuant to a common purpose and under a single contract (entered into at least 48 hours prior to the departure of the vehicle from its point of origin) and at a fixed charge for the vehicle, have acquired the exclusive use of the vehicle to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the charter group after having left the place of origin; and
  - (c) which cannot provide service to anyone who is not a member of the group that entered into the contract for service, and cannot provide pickup or delivery service at any intermediate points.

- (7) “Concession Agreement” means an agreement for ground transportation services entered into between the Authority and an Operator as a result of a public solicitation process.
- (8) “Convention Ground Transportation Services Provider” means:
- (a) a person or entity that is under contract with a company, convention, conference, seminar or tourism group to provide ground transportation services for specific persons, and whose services are paid for by the company, convention, conference, seminar or tourism group; or
  - (b) a person or entity that has been designated by a convention, conference, seminar or tourism group as its preferred ground transportation provider to convention, conference or seminar attendees or tourists, and whose services are paid for by the attendees or tourists.

The term “Convention Ground Transportation Services Provider” shall include third parties engaged by a Convention Ground Transportation Services Provider to provide any of the above ground transportation services in 7(a) or 7(b).

- (9) “Driver” means any individual who, on behalf of a Ground Transportation Operator, operates a Taxicab, Airport Shuttle, Charter Bus, Hotel/Motel Courtesy Vehicle, Luxury Limousine, Military Transport Vehicle, Mass Transit Bus, Commercial Bus, Off-Airport Parking Courtesy Vehicle, Transportation Network Company Vehicle, or Temporary Ground Transportation Vehicle on the Ground Transportation System.
- (10) “Driver Permit” means a valid permit issued in the form of an identification badge or vehicle decal, as appropriate, to a Driver by the Authority in its sole discretion for the privilege of utilizing the Ground Transportation System in connection with a ground transportation service for hire business from the Airport.
- (11) “Driver Standards and Criteria” shall have the meaning assigned such phrase in Section 701.
- (12) “Ground Transportation System” means the system of roadways, parking areas, curbs and abutting sidewalks owned, operated and regulated by the Authority.
- (13) “Gross Parking Revenues” means any and all revenue generated by the Operator from Parking Customers who utilize the Airport and shall include all monies paid or payable to Operator or Operator’s subcontractor or supplier of services for sales made or services performed at or from the Airport or on Operator’s off-airport parking facilities, regardless of when, where, or whether the business transaction occurs on or off Airport property, including all revenues of every kind and character derived from, arising out of, or payable on account of the business conducted by Operator, subcontractor, supplier of services, or from the operations of Operator, whether payment is made by cash, credit card, pre-paid card, coupon, discount, barter of goods or services, or otherwise, and whether the same shall be paid or unpaid; provided, however, that any sales or use taxes, separately stated and paid by Parking Customers now or hereafter levied or imposed shall be excluded. It shall be presumed that all Parking Customers utilize the Airport unless the Operator demonstrates otherwise to the satisfaction of the Authority. In order to establish that less than all Gross Parking Revenues are derived from Parking Customers who utilize the Airport, the Operator shall, at a minimum, segregate and maintain records of all parking transactions for persons who did not use the Airport, together with a statement (which shall be included in the parking agreement or attached thereto) completed and separately signed by such customer, in the following form:

I hereby certify that I did not use Louisville Muhammad Ali International Airport during the time period my vehicle was parked at this facility.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Any revenue or receipts derived by an Operator pursuant to any parking agreement that does not contain or have attached thereto such statement separately signed by the customer shall be deemed Gross Parking Revenues.

- (14) "Holding Area" Designated locations where authorized Commercial vehicles may wait for eventual access to the designated Loading Area.
- (15) "Hotel/Motel Courtesy Vehicle" means any motor vehicle providing free transportation service between the Airport and hotels and/or motels to patrons of such hotels and/or motels.
- (16) "Interstate Commerce" means commerce between any place in a state and any place in another state.
- (17) "Interstate Commercial Bus" means any motor vehicle engaged to transport persons in Interstate Commerce and which is designed or constructed to transport more than fifteen (15) passengers plus the Driver that is not a Charter Bus.
- (18) "Intrastate Commerce" means commerce between any two places within a state.
- (19) "Intrastate Commercial Bus" means any motor vehicle:
  - (a) engaged to transport persons in Intrastate Commerce;
  - (b) which is designed or constructed to transport more than fifteen (15) passengers plus the Driver; and
  - (c) which provides transportation service from the Airport pursuant to a regular schedule along one or more designated routes, for passengers whose destination is outside the Louisville Metro area.
- (20) "Loading Area" means with respect to Taxicabs, Airport Shuttles, Charter Buses, Hotel/Motel Courtesy Vehicles, Luxury Limousines, Military Transport Vehicles, Mass Transit Buses, Interstate Commercial Buses, Intrastate Commercial Buses, Temporary Ground Transportation Vehicles, Convention Ground Transportation Services Providers, Transportation Network Company Vehicles and Off-Airport Parking Courtesy Vehicles, the specific areas separately designated from time to time in writing by the Executive Director of the Authority or his designee as the area to be used by each such type or class of vehicle or service provider for the loading or unloading of passengers and baggage.
- (21) "Luxury Limousine" means any luxury motor vehicle:
  - (a) which has either a standard or extended wheelbase and additional rear seating capacity, area and comforts, but is designed or constructed to transport not more than fifteen (15) passengers plus the Driver;

- (b) which transports passengers for hire by prearrangement for their exclusive use over an irregular route, with the destination determined by the passengers at the time of arranging such transportation; and
  - (c) which is not an Airport Shuttle, Transportation Network Company Vehicle, or a Taxicab.
- (22) “Mass Transit Bus” means any motor vehicle operated by a transit authority created pursuant to KRS Chapter 96A.
- (23) “Military Transport Vehicle” means any motor vehicle authorized or designated by the United States Military for providing transportation services exclusively for military personnel between the Airport and Fort Knox and/or Radcliff, Kentucky.
- (24) “Monthly Gross Parking Revenue Report” means the detailed report of Gross Parking Revenues, in a form acceptable to the Authority’s Finance Department, which Operator shall provide the Authority on a monthly basis and at Operator’s sole cost and expense, on or before the 15<sup>th</sup> day of the month following the month in which the Gross Parking Revenues were received and shall include the Monthly Vehicle Fee under Section 711 of these Regulations.
- (25) “Monthly TNC Report” means the monthly statement prepared by the Transportation Network Company for all trips made to pick up passengers from the Airport. The Monthly TNC Report shall include transaction history including, but not limited to a unique ride identifier, date, and pick up time from within the Airport Geofence.
- (26) “Monthly Trip Report” means the monthly statement prepared by the Luxury Limousine Operators, Taxicab Operators or Temporary Ground Transportation Operators for all trips made to pick up passengers from the Airport. The Monthly Trip Report shall include transaction history including, but not limited to date, and pick up time at the Airport.
- (27) “Off-Airport Parking Operator” means any person or entity that owns and/or operates an off-Airport public parking facility and operation and transports Parking Customers to and from the Airport from such facilities and does not have a lease or concession agreement with the Authority for the privilege of having offices or other facilities on Airport property from which to conduct such business.
- (28) “Off-Airport Parking Courtesy Vehicle” means any motor vehicle providing free transportation service between the Airport and off-airport parking facilities to Parking Customers.
- (29) “Operating Agreement” means a contract for ground transportation services between the Authority and an Operator for a term of one year or less.
- (30) “Operator” means the person or entity that owns and/or operates a ground transportation service by Taxicab, Airport Shuttle, Charter Bus, Hotel/Motel Courtesy Vehicle, Luxury Limousine, Military Transport Vehicle, Mass Transit Bus, Interstate Commercial Bus, Intrastate Commercial Bus, Transportation Network Company Vehicle, Temporary Ground Transportation Vehicle, or Off-Airport Parking Courtesy Vehicle.
- (31) “Operator Permit” means a valid permit issued to an Operator by the Authority in its sole discretion for the privilege of utilizing the Ground Transportation System and operating a ground transportation service for hire business from the Airport.

- (32) “Parking Customer” means any person who utilizes an Operator’s off-airport parking facilities.
- (33) “Prearranged Pickup” means a reservation for ground transportation services made by a passenger with an Operator or Driver prior to the Driver’s arrival at the Airport.
- (34) “Solicitation” means to make petition to, to strongly urge, entice, to try to obtain by requests or pleas, or to otherwise influence any person to occupy or engage Operator’s vehicle for transportation from the Airport.
- (35) “Taxicab” means any motor vehicle meeting the requirements prescribed by Louisville Metro Ordinances or the Kentucky Revised Statutes or Kentucky Administrative Regulations applicable to taxicab operation, or other appropriate regulatory agencies having jurisdiction over the operation of taxicabs in the Louisville Metro area or the Commonwealth of Kentucky.
- (36) “Temporary Ground Transportation Vehicle” means a luxury limousine or charter bus operating pursuant to Section 709.
- (37) “TNC Vehicle” means any motor vehicle being used by a Driver on behalf of an authorized Transportation Network Company to conduct pre-arranged, mobile application initiated transportation of passengers and their baggage from the Airport.
- (38) “TNC Trip Fee” means a fee of Two Dollars (\$2.00) which shall be established by the Authority from time to time for each trip to the Airport to pick up passengers on behalf of a Transportation Network Company (“TNC”). The TNC Trip Fee shall be remitted by a TNC Operator with the Monthly TNC Report in a form acceptable to the Authority’s Finance Department at Operator’s sole cost and expense, on or before the 15<sup>th</sup> day of each month
- (39) “Transportation Network Company” means any entity meeting the requirements prescribed by Metro Ordinances, the Kentucky Revised Statutes or Kentucky Administrative Regulations applicable to Transportation Network Company (“TNC”) operation, or other appropriate regulatory agencies having jurisdiction over the operation of TNCs in the Louisville Metro area or the Commonwealth of Kentucky.
- (40) “Trip Fee” means a fee of One Dollar and Fifty Cents (\$1.50) which shall be established by the Authority from time to time for each trip from the Airport to pick up passengers on behalf of Luxury Limousine Operators, Taxicab Operators or Temporary Ground Transportation Operators. The Trip Fee shall be remitted by the Luxury Limousine Operators, Taxicab Operators or Temporary Ground Transportation Operators with the Monthly Trip Report in a form acceptable to the Authority’s Finance Department at Luxury Limousine Operator’s Taxicab Operator’s or Temporary Ground Transportation Operator’s sole cost and expense, on or before the 15<sup>th</sup> day of each month.

**B. General Standards and Provisions.**

**(1) RIDE Act and Other Laws.**

- (a) Nothing in this Chapter shall be construed to contradict or contravene 49 U.S.C. § 14501 or any other Federal, State, or Local law.
- (b) Any provider of ground transportation services at the Airport that is subject to 49 U.S.C. § 14501 in any particular case may, but is not required to, comply with all provisions of this Chapter relevant to the particular classification(s) of

ground transportation being provided. In the alternative, any provider of ground transportation may, for any individual trip, present the Authority with sufficient evidence that the operation at issue is subject to one or more provisions of 49 U.S.C. § 14501. Anyone wishing to do so must present the Authority with copies of all federal and state permits, licenses, and certificates applicable to the vehicle being used and the driver for the vehicle (or sufficient evidence thereof), as well as one of the following:

- (i) Sufficient documentation or other evidence to establish that the vehicle is subject to jurisdiction under 49 U.S.C. § 13501 *et seq.* and is providing transportation services to passengers on an interstate route;
- (ii) Sufficient documentation or other evidence to establish that the vehicle is providing charter bus transportation; or
- (iii) Sufficient documentation or other evidence to establish that the vehicle is providing pre-arranged ground transportation, as that term is defined in 49 U.S.C. § 13102(19), pursuant to a contract for (a) transportation of passengers from the Airport, including intermediate stops, to a destination in a state other than Kentucky, or (b) transportation of passengers from the Airport, including intermediate stops in another state, to a destination in Kentucky. The term “intermediate stops” shall have the meaning set forth in 49 U.S.C. § 14501(d)(2).

Ground transportation providers are strongly encouraged to provide the above information to the Authority 48 hours in advance of providing the expected transportation service. Any ground transportation provider who provides this information at or near the time of service may experience delays necessitated by the Authority’s review of the information and the need to direct the vehicle to the appropriate pick-up area.

- (c) Any ground transportation provider availing itself of the provisions of this Section must use the Observation Waiting Area to pick up its passengers and may not utilize the Loading Area or any other Airport ground transportation facilities.

Further, any ground transportation provider availing itself of the provisions of this Section must comply with all provisions of this Chapter that are not implicated by 49 U.S.C. § 14501.

(2) Operator Standards and Criteria.

- (a) Each Operator shall apply for and obtain an Operator Permit or be operating under a Concession or Operating Agreement with the Authority prior to commencing business at the Airport. A separate Operator Permit or agreement shall be obtained for each type or class of ground transportation services. Operator Permits and written authorization by agreement will be issued strictly in accordance with the standards set forth in these Regulations and not according to those used by other governmental and regulatory agencies. Any Operator violating this subparagraph may be prohibited from operating at the Airport.
- (b) Each Operator shall pay all required fees prior to commencing business at the Airport and shall notify the Authority within three (3) days of any changes to any of the information furnished to the Authority. The Authority may suspend

and/or revoke the Operator Permit or terminate the contract of any Operator failing to so pay and/or notify the Authority.

- (c) Each Operator shall operate strictly in accordance with these Regulations and all applicable federal, state and local laws, statutes, rules, regulations, ordinances, certificates of authority and licenses. Each Operator shall require each of its Drivers to operate strictly in accordance with these Regulations and all applicable federal, state and local laws, statutes, rules, regulations, ordinances, certificates of authority and licenses.
  - (d) Each Operator shall operate only that type or class of ground transportation service which meets the definition of that type of service contained in these Regulations and for which the Operator holds an Operator Permit or valid concession or operating agreement. Each of Operator's vehicles engaged in ground transportation services at the Airport may operate only under one type of Operator Permit or agreement. No person may provide any form of ground transportation services beyond those described in these Regulations. Any Operator violating this subparagraph may be prohibited from operating at the Airport. Violations of this subparagraph shall constitute a Class C offense.
  - (e) Operators shall not engage in Solicitation of customers or attempt to entice, or otherwise influence any person to occupy or engage a vehicle for transportation from the Airport. Operators may not remain in the terminal except for restroom privileges or as permitted under Section 710 of these Regulations. A violation of this subparagraph shall constitute a class C offense.
  - (f) Each Operator shall at all times maintain, and furnish the Authority a certificate or other evidence of, automobile liability insurance providing coverage for bodily injury and property damage, in single limit amounts as set forth by the Authority, with a company or companies acceptable to the Authority. Each Operator shall cause the Authority to be named an additional insured in each such policy. Upon the Authority's request, each Operator shall furnish satisfactory evidence that such insurance is in effect and will not be cancelled without at least thirty (30) days prior written notice of cancellation to the Authority.
  - (g) Each Operator shall, at its own expense, pay all federal, state, and local taxes which may be assessed against it or its equipment while in or upon the Airport, as well as all federal, state and local taxes assessed in connection with the providing of ground transportation service from the Airport.
  - (h) All Operators shall maintain records and controls which are sufficient to demonstrate the amounts of the revenues derived by the Operator from providing ground transportation service from the Airport and the amounts paid by the Operator to the Authority. Such records shall be made available to the Authority's representatives for inspection and examination in Jefferson County, Kentucky at any time during usual business hours, including any time within three years after the Operator ceases to provide ground transportation services from the Airport.
- (3) Driver Standards and Criteria. While providing ground transportation services on behalf of an Authorized Operator at the Airport, Drivers shall at all times observe and comply with the following standards and criteria (the "Driver Standards and Criteria"):
- (a) Taxi Drivers: Each Taxi Driver shall provide the Driver's Louisville Metro-issued Permit to apply for and obtain an Authority issued Driver Permit prior to



operating at the Airport. At all times while operating at the Airport, Drivers shall display the Driver Permit on the dashboard of the Taxi so the permit is visible through the windshield. In addition, the Driver shall display in a prominent location in the interior of their vehicle all personal identification required to operate their vehicle by applicable federal, state and local laws, statutes, rules, regulations and ordinances. Any Driver violating this subparagraph may be prohibited from operating at the Airport.

- (b) TNC Drivers: Prior to providing ground transportation service at the Airport, each TNC Driver shall first be granted a Motor Carrier Passenger Certificate by the state Transportation Cabinet through application by a Transportation Network Company. The Transportation Network Company qualifying a vehicle and driver to pick up passengers at the Airport must first be authorized to provide ground transportation services under an Authority issued permit, concession or operating agreement. At all times while operating at the Airport, the Driver shall:
- (i) display the Operator's company specific decal or emblem which shall be affixed to the front windshield of the vehicle in accordance with state law so as to clearly identify it as a TNC vehicle;
  - (ii) maintain possession of a valid driver's license, vehicle registration and proof of insurance;
  - (iii) travel only along authorized routes to the Loading Zone or Holding Area and shall not park, wait or drive in any unauthorized parking lots, areas or streets; and
  - (iv) maintain on his or her smart phone for inspection by an Authority representative or public safety officer, an electronic copy of the TNC certificate issued by the state Transportation Cabinet.

Each violation of this subparagraph shall constitute a Class D offense per violation.

- (c) At all times while operating at the Airport, Drivers shall display all permits or decals required by applicable federal, state and local laws, statutes, rules, regulations and ordinances. For example, all Taxicab Drivers shall display a Louisville Metro-issued decal containing the name of the taxicab company, the number of the taxicab and the telephone number of Louisville Metro's complaint/comment line. Any Driver violating this subparagraph may be prohibited from operating at the Airport.
- (d) At all times while operating at the Airport, Drivers shall comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances. For example, all Taxicab Drivers shall ensure that the taxi rate cards issued by Louisville Metro are displayed and available for distribution in the passenger compartment of their Taxicabs. If a Driver does not possess and display such cards, so as to be readily visible in the passenger compartment of the vehicle, or otherwise fails to comply with all applicable federal, state and local laws, statutes, rules regulations and ordinances, the Driver may be prohibited from operating at the Airport.
- (e) Drivers shall not engage in Solicitation of customers or attempt to entice, or otherwise influence any person to occupy or engage a vehicle for transportation from the Airport. A violation of this subparagraph shall constitute a class C offense.

- (f) Drivers shall remain in the immediate vicinity of their vehicles at all times, except when specifically otherwise instructed by the Authority. Drivers may not remain in the terminal except for restroom privileges or as permitted under Section 710 of these Regulations. A violation of this subparagraph shall constitute a class C offense.
- (g) Without exception, while providing ground transportation services on behalf of an Operator, Drivers may not permit any persons, other than an Operator, a bona fide trainee and/or the passenger(s) whom the Driver has been engaged to transport from the Airport, to be in, occupy or use Driver's vehicle on the Airport. No trainee shall be permitted to ride in another Driver's vehicle for more than three consecutive days. Additionally, Drivers shall not transport or otherwise permit in the Driver's vehicle any animal, unless such animal belongs to the passenger(s) whom the Driver has been engaged to transport from the Airport. A violation of this subparagraph shall constitute a class B offense.
- (h) Drivers shall park only in the Loading Areas designated for their vehicle. Drivers shall not block, delay or otherwise interfere with normal progress of any other traffic, including other providers of ground transportation. A violation of this subparagraph shall constitute a class D offense.
- (i) Drivers shall not sleep, nap or "doze off" while in any vehicle on the Airport. A violation of this subparagraph shall constitute a class A offense.
- (j) Drivers shall conform to Airport speed limits and other traffic and parking regulations and shall operate their vehicles in a safe manner at all times. A violation of this subparagraph shall constitute a class D offense.
- (k) Drivers shall maintain personal appearance and grooming so as to present a favorable image at all times while the Driver is providing service from the Airport. Drivers shall be hygienically clean and suitably dressed. Unless altered by written agreement with the Authority, "Suitably dressed" means:
  - (i) if male, full length trousers or (only between May 15<sup>th</sup> and September 15<sup>th</sup>) knee-length shorts which are clean, not denim and not cutoffs, a shirt with a collar (with or without an appropriate tie), neat and clean footwear, and proper hosiery; and
  - (ii) if female, a dress, skirt, trousers, slacks of appropriate length and design or (only between May 15<sup>th</sup> and September 15<sup>th</sup>) knee-length shorts which are clean, not denim and not cutoffs, a shirt or blouse, neat and clean footwear, and proper hosiery.

Drivers' clothing shall not have frays, rips, tears, or holes, and shall be neat and clean. No Driver may wear t-shirts, tank tops, body suits, swim-wear, jogging suits, athletic shorts or trunks, or undergarments worn as outer garments or so as to be otherwise visible to the casual observer. Drivers shall not wear sandals, shower clogs and similar types of footwear at the Airport. Drivers shall keep their hair neatly trimmed, combed and well-groomed at all times while providing service from the Airport. A violation of this subparagraph shall constitute a class A offense.

- (l) Drivers shall not engage in loud, profane, threatening or abusive language, disruptive conduct, fighting, any form of card playing, gambling or other games

of chance at the Airport. A violation of this subparagraph shall constitute a class D offense.

- (m) Drivers shall be courteous at all times and shall assist passengers with the handling of the passengers' luggage into and out of their vehicle. Drivers shall not, however, be required or permitted to perform any service normally or traditionally performed by "Sky Caps" when a Sky Cap is on duty. A violation of this subparagraph shall constitute a class A offense.
  - (n) Drivers shall not litter at the Airport or deposit household trash in Authority receptacles. A violation of this subparagraph shall constitute a class A offense.
  - (o) Drivers shall not perform any preventive or other maintenance or repairs on their vehicles on the Airport, except the routine checking of fluids and oil in the Loading Area. A violation of this subparagraph shall constitute a class A offense.
  - (p) Drivers shall not bring, be under the influence of or consume alcoholic beverages or illegal drugs on the Airport. A violation of this subparagraph shall constitute a class D offense.
  - (q) Drivers shall not bring any deadly or dangerous weapon on the Airport, unless the Driver has notified the Airport Director of Public Safety in advance of the Driver's plan to carry such weapon and obtained from all necessary governmental authorities all permits required to carry such weapon. No Driver may at any time display or use any deadly or dangerous weapon at the Airport. No Driver may under any circumstances carry any deadly or dangerous weapon into the Airport terminal or other building at the Airport. A violation of this subparagraph shall constitute a class D offense.
  - (r) Drivers are subject to random inspection by the Authority at any time and without advance notice to determine compliance with the standards and other provisions of this Chapter. Such inspections shall be conducted at the time and in the place designated by the Authority. Any Driver failing to pass such an inspection shall depart the Airport immediately, shall not be permitted to load passengers at the Airport until all unsatisfactory condition(s) are corrected, and shall be subject to such additional sanctions as may be provided for under these Regulations.
- (4) Vehicle Condition and Inspection. Each of Operator's vehicles in service at the Airport shall at all times be maintained, in good operating order and free from known or reasonably discernable mechanical defects, and shall be kept in clean, neat and attractive condition, inside and out. Each of Operator's vehicles in service at the Airport shall meet applicable Louisville Metro and Commonwealth of Kentucky standards in addition to meeting or exceeding the following standards for its vehicles:
- (d) The interior of all vehicles, including the luggage compartment, shall be maintained in a condition so as to be free of grease, dirt, and trash. Interior seat fabric shall not be torn or ripped.
  - (e) The exterior of all vehicles shall be clean and undamaged, including the body of the vehicle, all paint surfaces, glass, hubcaps, lights, grills and bumpers.

- (f) All vehicles shall not excessively leak oil or otherwise soil or damage the Ground Transportation System or other Airport premises.
- (g) Each Operator's vehicles shall be identified by the same color scheme, identifying design, decal, trade dress, monogram and/or insignia, all of which shall be professionally created, with identification of sufficient size so as to be readily legible from a distance of fifty (50) feet.
- (h) Unless exempt by these regulations, all vehicles shall display a valid, Authority-issued identification decal in the area designated by the Authority.
- (i) All vehicles shall, at a minimum, conform to the maximum model year, safety conditions, and operating equipment (including air conditioning and seat belts) that would be required by all applicable laws
- (j) All TNC vehicles shall be equipped with standard operating and safety equipment including a heating system capable of achieving at least 60° F. in the rear passenger compartment at head height during the months of October through April and an air conditioning system capable of maintaining a temperature of 80° F. or less in the rear passenger compartment at head height during the months of March through October. The air conditioning is to be engaged at the passenger's request or if the outside temperature is above 80° F. unless the passenger requests otherwise. The heating system is to be engaged at the passenger's request or if the outside temperature is below 50° F. unless the passenger requests otherwise.
- (k) If any of Operator's vehicles in service at the Airport develops mechanical problems of any kind while on Airport premises, such vehicle shall be taken off the Airport at Operator's expense.

All vehicles are subject to random inspection by the Authority at any time and without advance notice to determine compliance with the standards set forth in this Chapter. Such inspections shall be conducted at the time and in the place designated by the Authority. The Driver of any vehicle failing to pass such an inspection shall depart the Airport immediately and shall not be permitted to operate at the Airport until all specified unsatisfactory condition(s) are corrected. Each Operator violation of this subparagraph shall constitute a Class C offense per violation.

- (5) General Traffic. All persons and vehicles operating on the Ground Transportation System shall conform to Airport speed limits and other traffic and parking regulations and shall operate their vehicles in a safe manner at all times. Any licensed driver may discharge passengers and baggage at the Airport; however, only Drivers may transport passengers from the Airport for hire. All persons not holding a Driver Permit and all vehicles not operating pursuant to an Operator Permit shall discharge passengers and baggage only on the upper level of the terminal driveway system.

#### C. Enforcement, penalties and appeals.

- (1) Upon the Authority's determination of the occurrence of any violation of these Regulations, an Authority representative shall advise the Operator or Driver, or both, of the nature of the violation. If the Operator or Driver disputes the Authority's determination, the Operator or Driver shall not attempt an "on the spot" resolution of the dispute, but shall obey the directions and/or instructions of the Authority's representative, and shall thereafter be prohibited from operating at the Airport until such time as the

penalty has been paid in full. The Driver and Operator shall be jointly and severally responsible for prompt payment of administrative penalties in the event the TNC and/or its Drivers violate any of the Authority's Regulations. Payments shall be made to the Authority's Finance Department during normal business hours Monday through Friday.

- (2) In the event that the Operator or Driver is aggrieved by the Authority's determination, the Operator or Driver may thereafter request a hearing in accordance with the procedures set forth in Section 110A of these Regulations. Any person wishing to appeal any determination made as a result of a hearing conducted pursuant to Section 110A of these Regulations shall conduct such appeal in accordance with Section 110B of these Regulations.
- (3) Violations of specific sections of these Regulations are classified in five (5) categories of offenses, with penalties for each category of offense as specified below. The penalty listed is that which shall be assessed for the first such offense by the Driver or Operator. The Authority's Executive Director, in his sole discretion, may assess additional penalties, up to and including permanent revocation of Operator and/or Driver Permit(s), for repeated or egregious violations of these Regulations.
- (4) The categories of offenses and penalties for each category of offense are as follows:

<u>Category of Offense</u>	<u>Penalty</u>
Class A	\$50.00
Class B	\$75.00
Class C	\$100.00
Class D	\$200.00
Class E	\$250.00

- (5) If the Authority determines that any Operator or Driver has violated any provision of these Regulations for which the penalty is not otherwise stipulated, the penalty shall be as determined by the Authority's Executive Director or his designee.

## **701 TAXICAB OPERATORS**

- A. Privilege of Operating From the Airport. Only those Operators who hold a valid concession from the Authority to provide ground transportation services by Taxicab at the Airport shall have the privilege of picking up passengers and baggage at the Airport by taxicab. Furthermore, only Operators who hold a valid taxi concession from the Authority may accept Prearranged Pickups by taxicab at the Airport.
- B. Driver Standards and Criteria. Each Taxicab and the Driver thereof shall comply fully with the Driver Standards and Criteria and all of the conditions set forth in the concession agreement between the Authority and the Operator.
- C. Operating Procedures for Taxicabs. The operating procedures and associated fees for Taxicabs shall be as set forth in the concession agreement between the Authority and the Operator with whom the Taxicab Driver is affiliated. The Authority has the right to limit the number of concessions for Taxicab Operators.

## **702 AIRPORT SHUTTLE OPERATORS**

- A. Privilege of Operating From the Airport. Only those Operators who hold a valid concession from the Authority to provide ground transportation services by Airport Shuttle at the Airport shall have the privilege of picking up passengers and baggage at the Airport by airport shuttle. Furthermore, only Operators who hold a valid shuttle concession from the Authority may accept Prearranged Pickups by airport shuttle at the Airport.
- B. Driver Standards and Criteria. Each Airport Shuttle and the Driver thereof shall comply fully with the Driver Standards and Criteria and all of the conditions set forth in the concession agreement between the Authority and the Operator.
- C. Operating Procedures for Airport Shuttles. The operating procedures for Airport Shuttles shall be as set forth in the concession agreement between the Authority and the Operator with whom the Airport Shuttle Driver is affiliated. The Authority has the right to limit the number of concessions for Airport Shuttle Operators.

## **703 CHARTER BUS OPERATORS**

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Charter Bus at the Airport shall have the privilege of picking up passengers and baggage at the Airport by charter bus.
- B. Required Fee. For the privilege of providing ground transportation service by Charter Bus from the Airport, each Operator shall pay to the Authority a fee of Twenty-Five Dollars (\$25.00) per day, payable per Charter Bus, for each day on which one or more of Operator's Charter Buses is contracted to make a trip from the Airport, or One Hundred Dollars (\$100.00) per week, or Four Hundred Dollars (\$400.00) per month.
- C. Operating Procedures for Charter Buses. Each Charter Bus Driver shall park in the Loading Area for no more than twenty (20) minutes at any time and only for the purpose of scheduled pick up of passengers and baggage.

## **704 HOTEL/MOTEL COURTESY VEHICLE OPERATORS**

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Hotel/Motel Courtesy Vehicle at the Airport shall have the privilege of picking up passengers and baggage at the Airport by hotel/motel courtesy vehicle.
- B. Required Fee. For the privilege of providing ground transportation service by Hotel/Motel Courtesy Vehicle from the Airport, each Operator shall pay to the Authority a fee, annually prorated for partial years of operation, equal to (i) Six Hundred Dollars (\$600.00), multiplied by (ii) the number of Operator's Hotel/Motel Courtesy Vehicles operating at the Airport.
- C. Operating Procedures for Hotel/Motel Courtesy Vehicles. Each Hotel/Motel Courtesy Vehicle Driver shall enter the Loading Area using the AVI Tag issued by the Authority and park in the Loading Area for no more than twenty (20) minutes at any time and only for the purpose of scheduled pick up of passengers and baggage.

## **705 LUXURY LIMOUSINE OPERATORS**

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Luxury Limousine at the Airport shall have the privilege of picking up passengers and baggage at the Airport by luxury limousine.

- B. Required Fees. For the privilege of providing ground transportation service by Luxury Limousine from the Airport, each Operator or Driver, as applicable, shall pay the following fees:
- (1) Trip Fees. Each Luxury Limousine Operator shall pay to the Authority a Trip Fee for each trip the Luxury Limousine makes from the Airport and shall be made by pre-arrangement only.
  - (2) Annual Vehicle Fee. Each Luxury Limousine Operator shall pay the Authority an annual fee of One Hundred Dollars (\$100.00) per Luxury Limousine.
- C. Operating Procedures for Luxury Limousines.
- (1) Limousine Driver shall enter the Loading Area using the AVI Tag issued by the Authority and immediately proceed to the Loading Area designated by the Authority and, when asked to do so, shall produce the name of pre-arranged passenger before loading passengers.
  - (2) Each Luxury Limousine Driver shall park in the Loading Area for no more than twenty (20) minutes at any time and only for the purpose of pick up of passengers and baggage.

#### **706 MILITARY TRANSPORT VEHICLE OPERATORS**

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Military Transport Vehicle at the Airport shall have the privilege of picking up passengers and baggage at the Airport by military transport vehicle.
- B. Required Fee. For the privilege of providing ground transportation service by Military Transport Vehicle from the Airport, each Operator shall pay to the Authority a fee of One Hundred Dollars (\$100.00) per month.
- C. Operating Procedures for Military Transport Vehicles. Each Military Transport Vehicle Driver shall enter the Loading Area using the AVI Tag issued by the Authority and park in the Loading Area no more than twenty (20) minutes at any time and only for the purpose of scheduled pick up of passengers and baggage.

#### **707 MASS TRANSIT BUS OPERATORS**

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Mass Transit Bus at the Airport shall have the privilege of picking up passengers and baggage at the Airport by mass transit bus.
- B. Required Fee. For the privilege of providing ground transportation service by Mass Transit Bus from the Airport, each Operator shall pay to the Authority a fee of Ten Dollars (\$10.00) per month.
- C. Operating Procedures for Mass Transit Buses. Each Mass Transit Bus Driver shall enter the Loading Area using the AVI Tag issued by the Authority and park in the Loading Area for no more than five (5) minutes at any time and only for the purpose of scheduled pick up of passengers and baggage.

## **708 COMMERCIAL BUS OPERATORS**

- A. Privilege of Operating from the Airport.
- (1) Only those Operators who hold a valid Operator Permit to provide ground transportation services by Interstate or Intrastate Commercial Bus at the Airport shall have the privilege of picking up passengers and baggage at the Airport by interstate commercial bus.
  - (2) Each application for an Operator Permit to provide ground transportation services by Interstate or Intrastate Commercial Bus shall be accompanied by the applicant's proposed routes, rates and scheduled departure times, each of which shall be subject to the approval of the Authority prior to the issuance of such an Operator Permit.
- B. Required Fee. For the privilege of providing ground transportation service by Interstate or Intrastate Commercial Bus from the Airport, each Operator shall pay to the Authority a fee of One Hundred Dollars (\$100.00) per month.
- C. Operating Procedures for Interstate Commercial Buses. Each Interstate or Intrastate Commercial Bus Driver shall enter the Loading Area using the AVI Tag issued by the Authority and park in the Loading Area for no more than fifteen (15) minutes at any time and only for the purpose of scheduled pick up of passengers and baggage.

## **709 TEMPORARY GROUND TRANSPORTATION OPERATORS**

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Temporary Ground Transportation Vehicle at the Airport shall have the privilege of picking up passengers and baggage at the Airport on a temporary basis. Temporary Ground Transportation Permits are generally issued for special events such as the Kentucky Derby.
- B. Required Fees.
- (1) For the privilege of providing ground transportation service by Luxury Limousine (other than those operating under Section 705) for the prearranged transport of passengers and baggage from the Airport on an irregular or unscheduled basis, operators shall pay:
    - (a) the Trip Fee for each trip the vehicle makes from the Airport; and
    - (b) a temporary permit fee of Fifty Dollars (\$50.00), payable per vehicle, effective for a period not to exceed Five (5) days. Temporary permits are available through the Authority's Operations Manager.
  - (2) For the privilege of providing ground transportation service by Charter Bus (other than those operating under Section 703) for the transport of passengers from the Airport on an infrequent or unscheduled basis, operators shall pay a business privilege fee of Fifty Dollars (\$50.00), payable per bus, effective for a one (1) day period and Twenty-Five Dollars (\$25.00) per day, payable per bus, for days two (2) through five (5). Temporary permits are issued for a period not to exceed Five (5) days and are available through the Authority's Operations Manager.
- C. Operating Procedures for Temporary Ground Transportation Vehicles. Each Temporary Ground Transportation Vehicle Driver shall park in the Loading Area for no more than twenty (20) minutes at any time and only for the purpose of pick up of passengers and baggage.



## **710 CONVENTION GROUND TRANSPORTATION SERVICES PROVIDERS**

- A. Privilege of Operating from the Airport. Only Convention Ground Transportation Services Providers shall be permitted to display signs on behalf of conventions, conferences, seminars or tourism groups in connection with providing ground transportation services from the Airport. Prior to each convention, conference, seminar or tourism event for which a Convention Ground Transportation Services Provider is engaged to furnish ground transportation services from the Airport, the Convention Ground Transportation Services Provider shall notify the Authority's Operations Manager in writing of its intention to provide such services, and shall furnish the Authority with a verifiable copy of the contract or other documentation designating the Convention Ground Transportation Services Provider as a preferred or prearranged ground transportation services provider.
- B. Operating Procedures for Convention Ground Transportation Services Providers.
- (1) Each Convention Ground Transportation Services Provider shall enter the Loading Area using the AVI Tag issued by the Authority and park in the Loading Area and only for the purpose of pick up of passengers and baggage.
  - (2) Convention Ground Transportation Services Providers acting under Section 700(A)(7)(a) may display general signage bearing the group name. Personnel may also stand in the designated area of the baggage claim level in the terminal building and display the name(s) of the individual(s) to be transported and/or general signage bearing the group name. Drivers are prohibited from entering the Terminal.
  - (3) Convention Ground Transportation Services Providers acting under Section 700(A)(7)(b) may only arrive in the Loading Area when a prearranged reservation has been made and shall remain within 20 feet of the Loading Area and display the name(s) of the individual(s) to be transported. Solicitation and any display of general signage bearing the group name or misleading wording are prohibited.
  - (4) A violation of subparagraph B of this Section shall constitute a Class C offense.

## **711 OFF-AIRPORT PARKING COURTESY VEHICLE OPERATOR**

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit issued by the Authority to provide ground transportation services by an Off-Airport Parking Operator and by an Off-Airport Parking Courtesy Vehicle at the Airport and transports Parking Customers to and from the Airport from such facilities shall have the privilege of picking up passengers and baggage at the Airport by an Off-Airport Parking Courtesy Vehicle.
- B. Required Fee. For the privilege of providing ground transportation service by Off-Airport Parking Courtesy Vehicle from the Airport, each Operator shall pay to the Authority a fee, monthly prorated for partial months of operation, equal to 10% of the Operator's Gross Parking Revenues and shall be reported on the Monthly Gross Parking Revenue Report.
- C. Monthly Vehicle Fee. Each Operator shall pay the Authority a monthly fee of One Hundred Dollars (\$100.00) per Off-Airport Parking Courtesy Vehicle and such fee shall be included and reported on the Monthly Gross Parking Revenue Report.
- D. Operating Procedures for Off-Airport Parking Courtesy Vehicles. Each Off-Airport Parking Courtesy Vehicle Driver shall enter the Loading Area using the AVI Tag issued by the Authority and park in the Loading Area for no more than fifteen (15) minutes at any time and only for the purpose of scheduled pick up of Parking Customers.

## 712 TNC OPERATORS

- A. Privilege of Operating from the Airport. Only those Operators who hold a valid Operating Agreement to provide ground transportation services by TNC at the Airport shall have the privilege of picking up passengers and baggage at the Airport by TNC vehicle.
- B. Required Fees. For the privilege of providing ground transportation service by TNC from the Airport, each Operator shall pay the fees outlined in these regulations and in the operating agreement.
- C. Operating Procedures for Transportation Network Companies.
  - (1) Each TNC Driver shall park in the Authority designated TNC Loading Area only for the purpose of scheduled pick up of passengers and baggage.
  - (2) If the assigned Loading Zone space is occupied by another of Operator's TNC vehicles, or the scheduled passenger has not yet arrived at the Loading Area for pickup, the Driver shall travel to the Authority's designated Holding Area to await the vacancy of the Operator's assigned space and availability of the passenger.
  - (3) While in the Holding Area, the Driver shall utilize the TNC's mobile application to monitor when the TNC's assigned space is available for passenger pick up.

**CHAPTER 800**  
**BOWMAN FIELD MINIMUM STANDARDS**

**801 PREAMBLE & POLICY**

- A. General: The Louisville Regional Airport Authority (the "Authority"), owner and operator of Bowman Field (the "Airport"), hereby establishes the following Minimum Standards for the Airport.
- (1) These Minimum Standards establish the threshold entry requirements that must be met by any entity desirous of engaging in Commercial Aeronautical Activities at the Airport.
  - (2) In addition, these Minimum Standards are designed to protect aviation consumers (which includes the owners and operators of based and transient aircraft as well as the public) from unqualified, inexperienced, unlicensed, uncertificated, unsafe, and inadequate (substandard) Operators.
  - (3) As such, the underlying objectives of these Minimum Standards are to encourage, promote, and ensure that:
    - (a) High quality aeronautical products, services, and facilities (and Improvements) are consistently provided (delivered) by the Operators at the Airport to meet the reasonable demands of aviation consumers in all segments of the market in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price;
    - (b) A level playing field is created and maintained at the Airport so that Operators can compete fairly;
    - (c) The Airport (and the Activities occurring at the Airport) is safe and secure; and
    - (d) Airport land is developed in an orderly manner.
  - (4) These Minimum Standards were developed taking into consideration the current (and anticipated):
    - (a) Role of the Airport;
    - (b) Products, services, and facilities provided at the Airport;
    - (c) Needs of aviation consumers and the public at the Airport; and
    - (d) Development of the Airport.
  - (5) Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Authority. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Commercial Aeronautical Activities at the Airport under conditions that do not, in the Authority's judgment, meet these Minimum Standards.
- B. Administration and Policy Oversight: While the Authority Board is responsible for the administration of the Airport and has the ultimate policy-making authority, the Executive Director shall interpret and enforce these Minimum Standards.

- (1) Effective Date: These Minimum Standards shall be effective on July 1, 2007 and shall remain in effect until such time that these Minimum Standards are either repealed or amended.
- (2) Amendment of Standards: In adopting these Minimum Standards, the Authority expressly acknowledges that these Minimum Standards are subject to change by amendment or cancellation, in whole or in part, from time to time, by the current or any future Authority Board and that no rights shall accrue to any FBO, SASO, or third party by virtue of adoption of these Minimum Standards.
- (3) Owner's Rights: The establishment of these Minimum Standards does not alter or limit the Authority's right to:
  - (a) develop Airport property as it deems prudent;
  - (b) designate specific areas on the Airport for the conduct of Commercial and Non-Commercial Aeronautical Activities; and
  - (c) exercise its proprietary right to engage in any Commercial Aeronautical Activity to the exclusion of others.
- (4) Right to Self Service: As permitted in the Airport (Sponsor) Assurances, an Aircraft Owner may fuel and otherwise service the Owner's Aircraft provided the Owner does so (or Owner's employees do so) using Owner's Vehicles, Equipment, and resources (Fuel) and that the fueling or other services are performed in accordance with all applicable Regulatory Measures.
- (5) Severability: In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.
- (6) Enforcement:
  - (a) The uniform application (and enforcement) of these Minimum Standards is considered essential to achieving the stated purpose and underlying objectives of these Minimum Standards. As such, the Executive Director has been given the authority by the Authority Board to interpret and enforce these Minimum Standards and may call upon the Authority's resources to assist the Executive Director, from time to time, as required.
  - (b) Permits: Failure to comply with the applicable standards set forth herein may result in monetary fines, as set forth in the Authority's Regulations for the first and second violation. Any subsequent violation may result in the suspension of the applicable activity permit issued to Operator. If violations continue, the associated permit may be permanently revoked thereby removing any right of the Operator to conduct the Activities granted under the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Authority's Regulations.
  - (c) Furthermore, failure to comply may also result in the termination of other agreements between the Operator and the Authority.
- (7) Notices, Request for Approval, Applications, and Other Filings: Any notice, demand, request, consent or approval that an entity may or is required to give to the Authority shall be in writing, and shall be either personally delivered, sent by the US Postal Service,

first class mail, postage prepaid, or sent by overnight delivery to:

Executive Director  
Louisville Regional Airport Authority  
700 Administration Drive  
Louisville, KY 40209

## 802 DEFINITIONS

A. Definitions: Definitions for the purposes of this Chapter 800.

- (1) Aeronautical Activity - any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter and management, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other Activities, which because of their direction relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For the purposes of these Minimum Standards, all products and services described herein are deemed to be Aeronautical Activities.
- (2) Agency - any federal, state, or local governmental entity, unit, agency, organization, or authority.
- (3) Aircraft - any apparatus now known or hereafter designed, invented or used for navigation or flight in the air, except a parachute or other apparatus used primarily as safety Equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, or seaplanes.
- (4) Aircraft Charter Operator - is a Commercial Operator providing on-demand air transportation services (common carriage) for person or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.
- (5) Aircraft Maintenance Operator - is a Commercial Operator engaged in providing Aircraft (airframe and power plant) Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (an under the full and exclusive control of) Operator which includes the sale of Aircraft parts and accessories.
- (6) Aircraft Manufacturing/Final Assembly - is a Commercial Operator in the business of designing, fabricating, and assembling aircraft for mass production.
- (7) Aircraft Operator - A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.
- (8) Aircraft Rental Operator - is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental activities.
- (9) Aircraft Sales Operator - is a Commercial Operator engaged in the sale of two or more

new and/or used Aircraft during a 12-month period.

- (10) Airframe and Power plant Mechanic – an individual, certificated by the FAA, that performs and/or supervises the maintenance, preventative maintenance or alteration of an Aircraft or appliance, or a part thereof, for which they are rated, and may perform additional duties in accordance with certain regulatory measures.
- (11) Airport - the Airport owned by Louisville Regional Airport Authority (Bowman Field) and all of the property, buildings, facilities and Improvements within the exterior boundaries of such Airport as now exists on the Airport Layout Plan, or as it may hereinafter be extended, enlarged or modified.
- (12) Airport Assurances - those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.
- (13) Airport Layout Plan (ALP) - a graphic presentation to scale of existing and ultimate Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show relationships with applicable standards.
- (14) Airport Operations Area (AOA) - the portions of the Airport for Aircraft and related operations, and shall include Aircraft runways, taxiways, ramps, aprons, parking spaces and areas directly associated therewith. The AOA shall include any portion of the Airport required to be enclosed by security fencing or otherwise secured under Transportation Security Administration Regulations, FAA Regulations and/or other applicable regulations.
- (15) Airport Security Plan - a document required by the Transportation Security Administration (“TSA”) detailing the Airport’s requirements as contained in the applicable security regulations.
- (16) Authority - the Louisville Regional Airport Authority, a body politic and corporate, authorized by Kentucky statutes. The responsibilities of the Authority are carried out by the Members of the Board, and may be delegated by it to the Executive Director.
- (17) Avgas – aviation gasoline commonly utilized in piston powered Aircraft.
- (18) Avionics/ Instrument Maintenance operator - is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments).
- (19) Based Aircraft - any Aircraft utilizing the Airport as a base of operation and is registered at the Airport with an assigned tie-down or hangar space on the Airport which has direct Taxiway access to the Airport.
- (20) Building/Facility Lease – a conveyance of real property rights for occupancy or use of land and Improvements as expressed in a written agreement.
- (21) CFR – Code of Federal Regulations, as may be amended from time to time.
- (22) Commercial Activity - includes all types of vocations, occupations, professions, enterprises, establishments, and all other types of Activities and matters, together with all devices, machines, Vehicles, and Equipment used therein, any of which are conducted, used, or carried on for the purpose of earning, in whole or in part, a profit or livelihood, whether or not a profit or livelihood actually is earned thereby. Business, professions, and trades shall include, without being limited thereto, trades and occupations of all and

every type of calling carried on within the Airport boundaries (as indicated on the ALP): salesmen, brokers, retailers, wholesalers, vendors, suppliers, peddlers, professions and any other type of endeavor within the Airport boundaries for the purpose of earning a livelihood or profit in whole or in part whether paid for in money, goods, labor, or otherwise, and whether or not the business, profession or trade has a fixed place of business on the Airport.

- (23) Commercial Aeronautical Activity - any Aeronautical Activity provided in a Commercial Activity manner commonly conducted on the Airport by a person or entity that has a lease, license, or permit from the Authority to provide such service.
- (24) Commercial Hangar Operator – an entity engaged in the lease or sale of conventional hangars and/or T-hangars for the storage of Aircraft; and as further outlined in Airport Regulations.
- (25) Commercial Self-Service Fueling – the fueling of an Aircraft by the pilot of that Aircraft, using Fuel pumps installed by an FBO or the Authority specifically for that purpose. The fueling facility may or may not be attended by the FBO owner/operator of such a facility. The use of this type of facility is commercial in nature and is not to be considered to be Self-Service (as defined herein).
- (26) Compensation - any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.
- (27) Contiguous Land - land that is sharing an edge or boundary or is separated by no more than a Taxilane or Taxiway.
- (28) Co-operative (Co-op) Fueling – fueling operation conducted jointly or cooperatively by members of an organization formed by several Aircraft owners, air carriers or flight departments or by two or more entities pursuant to contract or other arrangement between the parties.
- (29) Department of Transportation (or “DOT) - the Cabinet department of the United States government concerned with transport. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. It is administered by the United States Secretary of Transportation.
- (30) Employee(s) – any individual employed by an entity where by said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between “employee” and “contractor” shall be made according to then current Internal Revenue Service standards.
- (31) Equipment - all property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.
- (32) Executive Director - that person designated by the Members of the Board as the Authority’s chief executive officer. A representative or representatives may, from time to time, be designated by the Executive Director to act in his place, in which case the term Executive Director as used herein shall also refer to such representative(s).
- (33) FAA - Federal Aviation Administration - the division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

- (34) FBO (Fixed Base Operator) - is a Commercial Operator engaged in the sale of products and services and the rental or leasing of facilities to include, at a minimum, the following Activities at the Airport: Aircraft fueling (both Jet Fuel and Avgas) and lubricants; Aircraft line (ground) services and support; Aircraft parking (including tie-down) and hangar; Aircraft maintenance; Aircraft charter; Aircraft flight instruction; and Miscellaneous customer services/amenities.
- (35) Flying Club - a nonprofit association, partnership or Kentucky corporation owning or leasing Aircraft based at the Airport, in which organization each club member is a bona fide part owner of the Aircraft or a share, but not more than one share, in the organization. The Club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operation, maintenance and depreciation of such Aircraft, and must, in order to qualify as an Aviation Club under these Minimum Standards, provide the Executive Director with a copy of the Club Charter, By-Laws or other Club rules of membership and shall provide a current list of Club members and Club Aircraft, if any, which shall be updated promptly as changes occur.
- (36) Fuel - any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or Equipment.
- (37) Fueling Operations - the dispensing of aviation Fuel into Aircraft, Fuel storage tanks or fueling Vehicles.
- (38) Grant Assurance - a provision contained in a federal or state grant agreement to which the recipient of federal or state airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.
- (39) Grantee - as used in various license, lease, or contract agreements, the party who has been granted certain rights by the Authority.
- (40) Grantor - as used in various license, lease, or contract agreements, the Authority.
- (41) General Aviation – all aviation with exception of air carriers (including passenger and cargo) and government. General Aviation Aircraft are utilized for Commercial and Non-commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.
- (42) Improvements - all buildings, structures, additions, and facilities including pavement (asphalt or concrete), concrete, fencing, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.
- (43) Independent Operator - an entity engaging in Commercial Aeronautical Activities at the Airport without a business presence (place of business) at the Airport.
- (44) Jet Fuel - fuel commonly utilized in Turboprop and Turbojet Aircraft.
- (45) Land Leases – lease of Authority owned land (with or without airfield access) where tenant constructs a building or makes Improvements.
- (46) Landside - all areas of the Airport outside of the AOA.
- (47) Large Aircraft - an Aircraft of more than 12,500 pounds maximum certified takeoff weight.
- (48) Leased Aircraft - (pertaining to the lease of Aircraft by an entity conducting an



Aeronautical Activity) a long-term written agreement established on a minimum basis of six months wherein the Lessee shall have full control over the scheduling and use of the Aircraft.

- (49) Leased Premises - the land and/or Improvements used exclusively under Agreement by Operator for the conduct of Operator's Activities.
- (50) Lessee - an entity that has entered into an Agreement with the Authority to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities.
- (51) Master Plan - an assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Authority, a copy of which is on file and available for inspection in the Executive Director's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.
- (52) Minimum Standards - the qualifications, standards, or criteria, which may be established by an airport owner as the minimum requirements to be met as a condition for the right to engage in Aeronautical Activities at an airport, as may be amended from time to time.
- (53) National Fire Protection Association (or "NFPA") - all codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
- (54) Non-Commercial - not for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit.
- (55) Operator - any FBO, SASO, and/or any entity subject to the standards set forth herein.
- (56) Owner - any individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee or similar representative thereof that owns or leases an Aircraft.
- (57) Permit - for the purpose of these standards, a conveyance of personal rights (not real property) under the Authority's police powers to ensure minimum standards of health/safety for occupancy or use of property, or permission to engage in an Activity.
- (58) Person - an individual, firm, partnership, corporation, company, association, entity and any trustee, receiver, assignee or similar representative thereof.
- (59) Ramp (Apron) - an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.
- (60) Ramp Privilege - the authorized driving of a Vehicle upon an Aircraft-parking ramp on the AOA of the Airport to deliver persons, cargo or Equipment to an Aircraft as a matter of convenience or necessity.
- (61) Refueling Vehicle - any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.
- (62) Regulatory Measures - Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, TSA, EPA, NFPA, the Airport Certification Manual (ACM), and these Minimum Standards; all as may be in existence, hereafter enacted, and amended from time to time.

- (63) Repair Station - a certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.
- (64) SASO (Specialized Aeronautical Service Operator) - is a Commercial Operator that engages in any one or a combination of the following Aeronautical Activities, as authorized (permitted) by the Authority: aircraft maintenance and repair service; avionics, instrument, and/or propeller maintenance, repair, or overhaul service; aircraft rental/flight training; aircraft sales; aircraft charter, air taxi, air ambulance, or management; commercial hangar operator; or other Commercial Aeronautical Activities including, but not limited to, limited aircraft services and support, miscellaneous commercial services and support, and air transportation services for hire.
- (65) Self-Fueling - (or Self-Service Fueling Operator) Self-fueling means the fueling of an aircraft by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. Co-op Fueling is not considered to be a self-fueler.
- (66) Self-Service - in addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an owned aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner in accordance with all applicable Regulatory Measures including, but not limited to, these Minimum Standards and the Airport's Rules and Regulations.
- (67) Small Aircraft - an Aircraft of 12,500 pounds or less maximum certified take-off weight.
- (68) Sublease - an Agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and is enforceable by law.
- (69) Sublessee - an entity that has entered into a sublease with an Operator or Lessee who is authorized to engage in Commercial Aeronautical Activities at the Airport.
- (70) Sublicense - a license (a special privilege or permission) granted by a licensee of the Authority giving rights of products or services to another party that is not the primary holder of such rights.
- (71) Taxilane - the portion of the Aircraft parking area used for access between Taxiways and Aprons and not under ATC control.
- (72) Taxiway - a defined path, usually paved, over which Aircraft can taxi from one part of an airport to another (excluding the runway) and is under ATC control.
- (73) Through-the-Fence - the right to have direct access to the Airport from private property located contiguous to the Airport. Through-the-fence Operators, while being located off Airport property, have access to the Airport's runway and Taxiway system.
- (74) Tiedown - an area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points and Equipment (to facilitate Aircraft tiedown) are located.
- (75) Transient Aircraft - any Aircraft utilizing the Airport for occasional transient purposes and is not based at Airport.

- (76) Transportation Security Administration (or “TSA”) - the U.S. Federal agency established in 2001 to safeguard United States transportation systems and ensure secure air travel.
- (77) Vehicle - any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

## 803 GENERAL REQUIREMENTS

- A. All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of Section 803 as well as the minimum standards applicable to the Operator’s activities, as set forth in subsequent sections.
  - (1) Experience/Capability: Any prospective Operator shall demonstrate to the satisfaction of the Authority that it is capable of consistently providing the proposed products, services, and/or facilities in a safe, secure, efficient, prompt, courteous, and professional manner to aviation consumers in all segments of the market for a fair and reasonable price. This would include, but would not necessarily be limited to, demonstrating that the Operator’s aviation/business background is appropriate for the proposed Activities, that the Operator has relevant (aviation/business) experience, that the Operator is qualified to engage in the proposed Activities, and that the Operator has the resources (including, but not limited to, the financial capacity) to realize its business objectives. Appendix 1 – Application/Proposal Requirements shall be completed by Operator and submitted to the Authority.
  - (2) Agreement Required: No entity shall be permitted to occupy or use Airport land or Improvements and engage in any Commercial Aeronautical Activity or solicit business in connection with any Commercial Aeronautical Activity unless such Activity is conducted in accordance with these Minimum Standards, as may be amended, from time to time, by the Authority; and unless the entity has a valid written lease, sublease, contract, permit or operating agreement (Agreement) with the Authority allowing the conduct of such specifically authorized Activities at the Airport. In the event of a conflict between such Agreement and these Minimum Standards or any applicable Regulatory Measure, the strictest measure or standard shall govern.
  - (3) Payments of Rents, Fees, and Charges: Operator shall pay all rents, fees, and other charges associated with each Commercial Aeronautical Activity as stipulated in the Authority’s Regulations and/or as otherwise specified in a written Agreement.
  - (4) Leased Premises:
    - (a) Operator shall, at a minimum, lease or sublease the land and/or Improvements (or construct the Improvements) stipulated for the Activity in these Minimum Standards. When more than one Activity is conducted at the Airport, the minimum standards shall be established by the Executive Director.
    - (b) Depending upon the nature of the combined Activities, the minimum standards shall not be:
      - (i) less than the highest standard for each element (e.g., land, ramp, building/facility, hangar, parking, etc) within the combined Activities; or
      - (ii) greater than the cumulative standards for all of the combined Activities proposed.

- (c) All Commercial and Non-commercial Activities must be conducted on the Airport. Through-the-Fence Operations will not be permitted. Leased Premises used for Commercial Aeronautical Activities that require public access shall have direct airside and landside access.
- (d) Ramps/Paved Tie-Downs (if required) shall be sufficient, in size and weight bearing capacity, to accommodate the movement, staging and parking of Operator's, Operator's sub-lessee's or sub-licensee's, and customer's Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxilanes or taxiways.
- (e) Ramps associated with hangars shall be sufficient, in size and weight bearing capacity, to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating on taxilanes or taxiways, whichever is greater.
- (f) Paved Automobile Parking shall be sufficient, in size and weight bearing capacity, to accommodate all of the Operator's, Operator's sub-lessee's or sub-licensee's (if applicable) customers, employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator's Leased Premises and located in close proximity to the Operator's primary facility. On-street automobile parking is not allowed.

(5) Products, Services and Facilities:

- (a) In addition to those products, services, and facilities specifically identified and required in Section 804 - Fixed Base Operator, an FBO may engage in any Activity or Activities, as long as the applicable standards specified herein are met.
- (b) A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in Section 805 – Specialized Aeronautical Service Operator.
- (c) Operators are expected to:
  - (i) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to aviation consumers in all segments of the market;
  - (ii) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers); and
  - (iii) consistently conduct Activities in a safe, efficient, secure, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by experienced operators conducting comparable Activities at comparable airports in similar or like markets.

(6) Exclusive Rights: No entity shall be granted an exclusive right to engage in any Commercial Aeronautical Activity on the Airport.

- (7) Non-Discrimination: Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, United States Department of Transportation (USDOT) or by Federal, Kentucky, or local statute. In the event of a breach of any such covenant, the Authority shall have the right to terminate any Agreement and to reenter and repossess any land and/or Improvements thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the federal, Kentucky, or local government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Authority by the USDOT, FAA or TSA, federal, Kentucky, or local statutes which are applicable to an Agreement, Operator agrees that it will comply with the provisions thereof so long as the Agreement is in effect. Operator shall not discriminate against any person or class or persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.
- (8) Licenses, Permits, Certifications, and Ratings: Operator shall obtain and maintain, at its sole cost and expense, and post (display in a prominent location) all applicable licenses, permits, certifications and/or ratings required by any duly authorized Agency for the Activities being conducted by Operator and shall, upon request, provide copies to the Authority within ten business days.
- (9) Personnel:
- (a) The person managing the Operator's Activity(ies) shall demonstrate experience managing a comparable Activity(ies).
  - (b) For each Activity being conducted by the Operator, Operator shall have in its employ, on duty, on the Leased Premises or readily available, during hours of Activity, properly trained, fully qualified, and certified (as applicable or required) personnel in such numbers as are required to meet these Minimum Standards and the reasonable demands of the aviation public in a safe, secure, efficient, prompt, courteous, and professional manner. Such personnel shall be qualified and current in the function (position) for which they are employed. At least one employee must be present and available to meet, greet, and serve customers.
  - (c) Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's employees to ensure that a high quality products, services, and facilities are consistently being provided in the manner described above.
  - (d) Operator shall have a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities. When such person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.
- (10) Aircraft, Vehicles, and Equipment: All required Aircraft, Vehicles, and Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services. Aircraft, Vehicles, and Equipment can be temporarily unavailable (out-of-service) for inspections and maintenance (routine and/or emergency)

so long as appropriate measures are taken to return the Aircraft, Vehicle, or Equipment to service as soon as possible; however, Operator shall have at least one required Aircraft, Vehicle, or Equipment in a fully operational and functional condition available at all times and capable of providing all required products and services.

- (11) Hours of Activity: Hours of activity shall be clearly posted in public view using appropriate and professional signage approved in advance, and in writing, by the Executive Director.
- (12) Safety and Security: The Authority has overall responsibility for safety and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual and the Airport Security Program. These standards and procedures may apply to Operator's Activities.
- (13) Fines and Penalties: Failure by Operators to comply with these Minimum Standards may result in fines and penalties, as set forth in the Authority Regulations, including the suspension of authorized Activities on the Airport or revocation of permission to engage in such Activities at the Airport until such time as these Minimum Standards are met. Furthermore said failure to comply may also result in the termination of any Agreement between the Operator and the Board. Operator shall obey all rules and regulations promulgated, from time to time, by federal, Kentucky or local government, and the Authority governing the conduct and operation of the Airport and its facilities. The Authority agrees that any rules and regulations promulgated by the Authority shall be consistent with any legally authorized federal, Kentucky, or local government rules or regulations. In the event the Authority is assessed and pays a fine resulting from an act, error, or omission of Operator, its employees, agents, and invitees, in violation of this Section, Operator shall reimburse the Authority for such payment within 30 days of the Authority providing such notice of payment.
- (14) Indemnification and Insurance: All existing and prospective Operators shall acquire and maintain, to the Authority's satisfaction, the insurance coverages stipulated in Operator's Agreement or these Minimum Standards, whichever is greater. The Authority shall be named additional insured (when applicable), and Operator shall furnish a current certificate of insurance with a provision of 30 days notice of cancellation. Operator shall protect, defend, and hold the Authority, its Board, directors, officers, employees, agents, contractors, licensees or invitees completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to an Agreement and/or the use or occupancy of the Leased Premises by Operator, the Activities of Operator, or the acts, errors, or omissions of Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act, error, or omission of the Authority, its Board, directors, officers, employees, agents, contractors, licensees or invitees. Authority shall give to Operator reasonable notice of any such claims or actions.
- (15) Taxes and Assessments: Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency associated with Operator's Leased Premises (land and/or Improvements), Operator's Improvements on the Leased Premises, and/or Operator's Activities.
- (16) New Activities: Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be

developed, at such time, on a case-by-case basis, for such Activities and/or incorporated into Operator's Agreement.

- (17) Existing Agreements: It is understood that existing Agreements between the Authority and existing Operators supersede these Minimum Standards. Existing Operators, however, are requested to comply with the standards set forth herein that are not specifically addressed in the Operator's current (valid) Agreement. All entities will become subject to the then current Minimum Standards immediately following the expiration, early termination, and/or any modification to an existing Agreement through amendment, addendum, exercising a lease option, extension, renewal, or other means.
- (18) Sublicense and Sublease Activity: All Sublicense/Sublease Agreements require the prior written approval of the Authority.
- (19) Environmental: Operator shall at all times and in all respects comply with federal, Kentucky, or local laws, ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport.
- (20) Spill Plan: Operators using or selling Fuel, chemicals, or other products considered by federal, Kentucky, or local authorities to be pollutants or hazardous shall provide a Fuel and/or chemical spill plan for approval by the Executive Director and appropriate environmental agencies prior to Operator's use/sale of such products.

#### **804 FIXED BASE OPERATOR**

A. Definition:

- (1) A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products and services and the rental or leasing of facilities to include, at a minimum, the following Activities at the Airport:
  - (a) Aircraft fueling (both Jet Fuel and Avgas) and lubricants;
  - (b) Aircraft line (ground) services and support;
  - (c) Aircraft parking (including tie-down) and hangar;
  - (d) Aircraft maintenance;
  - (e) Aircraft charter;
  - (f) Aircraft flight instruction; and
  - (g) Miscellaneous customer services/amenities.
- (2) In addition to the General Requirements as described in Section 803, FBO shall comply with the following minimum standards set forth in this Section 804.
- (3) An FBO may engage in any SASO Activity not all ready required above. An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO) with the exception of fueling, line (ground) services and support, parking and hangar (which shall be provided by the FBO's Employees using the FBO's Vehicles, Equipment, and resources), provided that the Sublicense and/or Sublease Agreement is approved in writing in advance by the Authority. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can sublease space

from an FBO in order to meet minimum standards as long as the FBO meets the Leased Premises requirement for an FBO and the SASO Activity.

B. Leased Premises:

- (1) Leased Premises at Bowman Field:
  - (a) Ground: 304,920 SF or 7.0 Acres
  - (b) Ramp: 174,240 SF or 4.0 Acres
  - (c) Building/Facility: 6,000 SF
    - (i) Maintenance & Parts Storage: 2,000 SF
    - (ii) Administration & Customer Support: 4,000 SF
  - (d) Hangar: 24,000 SF
  - (e) Parking: 7,500 SF or 30 Spaces.
- (2) The minimum ground area shall be contiguous although the FBO may be permitted to have additional non-contiguous land (beyond the minimum ground area) for its operations.
- (3) Ramp area shall provide adequate paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft type typically handled or serviced by FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based and transient Aircraft requiring tie-down space at the Operator's Leased Premises, but no less than 30 paved tie-down spaces.
- (4) Building/facility area shall include adequate space for a public waiting area (customer lounge) of a size commensurate with the type and scope of the operations; restrooms, public use telephone; and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.
- (5) Leased Premises shall include a pilot lounge and flight planning area with appropriate seating, work areas, communication facilities and Equipment, directories, and all other items necessary for complete flight planning. These areas shall be separate from other public areas.

C. Fuel Storage:

- (1) FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of Fuel in such quantities as are necessary to meet the requirements set forth herein.
- (2) FBO shall have a fixed Fuel storage system (in a location designated by the Authority), containing safety fixtures, and filtration systems to ensure Fuel quality in accordance with applicable standards. Above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, Kentucky and local regulations. Underground storage tanks are prohibited.
- (3) The system shall have at least 20,000 gallons of storage for each type of Fuel the FBO is required to provide. The storage system must include adequate Fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention



Countermeasures and Control Plan that must be submitted to the Authority (at least 30 days prior to commencing operations) and kept current by the Operator.

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

D. Fueling Equipment: FBO shall have mobile refueling Vehicles (Refuelers), designed and built specifically for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of Fuel being carried/dispensed, equipped with an accurate metering device, and having separate dispensing pump for each grade of Fuel being carried/dispensed. FBO shall have at least one Refueler for Avgas having a minimum 500 gallon capacity and at least one Refueler for Jet Fuel having a minimum 1,500-gallon capacity and “over-the-wing” and “single point” fueling capability. All Refuelers shall have “bottom loading” capabilities as well. If Operator elects to maintain the minimum Refuelers required as set forth in this Section 804, Operator must be able to provide interim service through either a back up Refueler or a written operating agreement with another FBO on the Airport while Operator’s equipment is out of service.

E. Other Equipment: FBO shall provide tie down facilities and Equipment including ropes, chains and other types of restraining devices (e.g., wheel chocks); adequate loading, unloading and towing Equipment (a least one tug and a variety of towbars) to safely and efficiently move Aircraft as necessary; Equipment for repairing and inflating Aircraft tires, servicing oleo struts, changing oil, washing Aircraft and Aircraft windows and recharging or energizing discharged Aircraft batteries and starters; oxygen and nitrogen; Equipment to clean the interior and exterior of Aircraft; telephones and radios to contact to service personnel; tools, jacks, ground power units, lavatory service cart, and crew/courtesy Vehicles. All equipment shall be able to service and/or support the Aircraft normally frequently the Airport.

F. Personnel:

- (1) Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained at all times. Management and administrative personnel shall not be required to be uniformed.
- (2) FBO shall have at least one properly trained and fully qualified Employee during hours of Activity to provide fueling, line (ground) services and support, parking, tie-down, and hangar. FBO shall have at least one properly trained and fully qualified Employee during hours of activity (except from 10:00 p.m. to 6:00 a.m.) to provide customer service and support. FBO shall have at least one properly trained and fully qualified Airframe and Powerplant Mechanic during hours of activity.
- (3) All personnel engaged in fueling operations shall be fully instructed and trained in proper fueling procedures as required by NFPA, Advisory Circulars, EPA, any other federal, Kentucky, or local authority (and any other applicable) standards.

G. Hours of Activity:

- (1) FBO shall make provisions for its Leased Premises to be open from 8:00 a.m. to 5:00 p.m., seven days a week, including holidays, for all Activities other than fueling, line (ground) services and support, parking, tie-down, and hangar.
- (2) Fueling, line (ground) services and support, parking, tie-down, and hangar shall be available from 6:00 a.m. to 10:00 p.m., local time, seven days a week, including holidays,

at any other time when the Air Traffic Control Tower is operational, and available all other times (after hours), on-call, with a response time not to exceed 60 minutes.

- (3) Aircraft recovery (removal) services shall be provided within 30 minutes of notification that such services are required.
  - (4) The Authority reserves the right to require that facilities be open and staffed during other times (beyond the minimum required hours) based on public benefit and/or need.
- H. Aircraft Removal: FBO shall provide appropriate recovery services and Equipment necessary to promptly remove disabled Aircraft, with a gross landing weight of 30,000 lbs or less, from the airfield on request by the Authority or the owner or operator of the disabled Aircraft.
- I. Charter Services: FBO shall provide multiengine IFR charter service as a 14 CFR Part 135 air carrier.
- J. Flight Instruction: The FBO shall provide primary and advanced flight and ground instruction.
- K. Miscellaneous Customer Service: The FBO shall provide the following customer services:
- (1) services to facilitate airborne customer requests;
  - (2) a discrete vending area within the FBO Leased Premises with the availability of both hot and cold beverages and prepacked snacks;
  - (3) discrete flight planning area properly equipped with desks, chairs, and appropriate wall charts, AIM, NOTAM's board, a direct telephone line to LOU-AFSS and a monitor for the Bowman ATIS;
  - (4) conveniently located public pay and credit card only telephones;
  - (5) a retail sales counter adequately stocked with current charts, flight planning aids and miscellaneous small flight aid and comfort accessories;
  - (6) a convenient, comfortably furnished, public waiting area (customer lounge), with adjoining restroom facilities;
  - (7) rental car availability upon one (1) hour prior request;
  - (8) aviation grade in-flight oxygen refills upon 24-hour prior request;
  - (9) acceptance of one or more national bank and/or oil company credit cards for fueling, line and related services; and
  - (10) at least one dedicated courtesy Vehicle.
- L. Optional Services:
- (1) Dealership: The FBO may maintain a national airframe dealership and may provide both new and used Aircraft sales as part of its national airframe dealership obligation. In addition, the FBO may maintain one or more national dealerships in Aircraft engines, accessories, instruments and avionics.
  - (2) Special Flight Services: The FBO may provide aerial sightseeing and aerial photography, provided, however, that all such services are conducted in compliance with these Minimum Standards.

- (3) Flight Instruction: The FBO may provide primary and advanced flight and ground instruction.
- (4) Aircraft Rental: The FBO may provide rental Aircraft.
- M. Insurance: The FBO shall procure and maintain the minimum insurance stipulated in its Agreement with the Authority and/or these Minimum Standards, whichever is greater.
- N. Fees: The FBO shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed, from time to time, by the Authority.

## **805 SPECIALIZED AVIATION SERVICE OPERATORS (SASO)**

- A. Definition: A SASO is a Commercial Operator that engages in any one or a combination of the following Aeronautical Activities, as authorized (permitted) by the Authority:
  - (1) Aircraft maintenance and repair service; or
  - (2) Avionics, instrument, and/or propeller maintenance, repair, or overhaul service; or
  - (3) Aircraft rental/flight training; or
  - (4) Aircraft sales; or
  - (5) Aircraft charter, air taxi, air ambulance, or management; or
  - (6) Commercial hangar operator; or
  - (7) Other Commercial Aeronautical Activities including, but not limited to, limited Aircraft services and support, miscellaneous commercial services and support, and air transportation services for hire.
- B. Other: A SASO is not permitted to sell, provide (barter, trade, or exchange), or dispense Fuel (aviation or otherwise) to aviation consumers, the public, or any other entity. An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any part of the mandatory requirements of an FBO except fueling, line (ground) services and support, parking, tie-down, and hangar) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Authority. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can sublease space from an FBO in order to meet the SASO's Leased Premises requirements as long as the FBO meets the FBO's Leased Premises requirements and the Leased Premises meet the requirements for the SASO Activity.
- C. Aircraft Maintenance Operator
  - (1) Definition:
    - (a) An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft (airframe and powerplant) Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator which includes the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section 803, Operator shall comply with the following minimum standards set forth in this Section 805.

- (b) FBOs shall comply with the minimum standards set forth in Section 804 associated with Aircraft Maintenance.
- (2) Leased Premises:
  - (a) Leased Premises at Bowman Field:
    - (i) Ground: 21,780 SF or 0.5 Acres
    - (ii) Ramp: Sized to accommodate a minimum of two aircraft and an additional tie-down for each additional 2,000 SF of hangar space.
    - (iii) Building/Facility: 1,000 SF
    - (iv) Hangar: 4,500 SF
    - (v) Parking: 2,500 SF or 10 Spaces.
  - (b) Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts, supplies, Equipment, and tooling.
  - (c) Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative Aircraft maintenance as defined in 14 CFR Part 43), whichever is greater.
- (3) Aircraft Painting: For paint, varnish or lacquer spraying operations, the arrangement, construction, and ventilation of spraying booths, the storage of materials, disposal of hazardous waste (by products), and employee safety shall be in accordance with federal, Kentucky and local fire prevention and environmental standards.
- (4) Licenses and Certification: Operator shall be properly certificated as an FAA Repair Station as defined by 14 CFR Part 145 with ratings appropriate for the services being provided. In the case of a new operation, Operator must acquire all applicable repair station certifications within six months of operation initiation.
- (5) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA certificated Airframe and Powerplant Mechanic (with ratings appropriate for the services being provided/work being performed) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity. Operator shall also have at least one person available who can supervise and inspect the work for which the repair station is rated.
- (6) Equipment: Operator shall provide sufficient tools, Equipment, supplies and access to (availability of) parts as required for certification as an FAA Repair Station.
- (7) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. to 5:00 p.m.,) five days a week and available after hours, on-call, with a response time not to exceed 60 minutes.

- (8) Insurance: Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's agreement with the Authority or these Minimum Standards, whichever is greater.
- (9) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

D. Avionics or Instrument Maintenance Operator

- (1) Definition: An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). In addition to the General Requirements set forth in Section 803, Operator shall comply with the following minimum standards set forth in this Section 805.
- (2) Leased Premises:
  - (a) Leased Premises at Bowman Field:
    - (i) Ground: 21,780 SF or 0.5 Acres
    - (ii) Ramp: Sized to accommodate a minimum of two aircraft and an additional tie-down for each additional 2,000 SF of hangar space.
    - (iii) Building/Facility: 500 SF
    - (iv) Hangar: 4,500 SF
    - (v) Parking: 2,500 SF or 10 Spaces.
  - (b) Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts, supplies, Equipment, and tooling.
- (3) Licenses and Certification: The Operator shall be properly certified as an FAA Repair Station with ratings appropriate for the type of service being provided. In the case of a new operation, the Operator must acquire all applicable Repair Station certifications within six months of operation initiation.
- (4) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA certificated technician (with licenses and/or ratings appropriate for the services being provided/work being performed) on duty, on the Leased Premises or readily available to the public, during the hours of Activity.
- (5) Equipment: Operator shall provide sufficient tools, Equipment, supplies, and availability of parts as required for certification by FAA as an approved Repair Station.
- (6) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days a week and available after hours, on-call with a response time not to exceed 60 minutes.

- (7) Insurance: Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.
- (8) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

E. Aircraft Rental/Flight Training Operator

(1) Definition:

- (a) An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental activities.
- (b) A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction as required for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved. A person holding a current FAA flight instructor's certificate who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public) shall not be deemed a Commercial Operator.
- (c) In addition to the General Requirements set forth in Section 803, Operator shall comply with the following minimum standards set forth in this Section 805.

(2) Leased Premises:

- (a) Leased Premises at Bowman Field:
  - (i) Ground: 21,780 SF or 0.5 Acres
  - (ii) Ramp: Sized to accommodate a minimum of two aircraft and an additional tie-down for each additional 2,000 SF of hangar space.
  - (iii) Building/Facility: 1,000 SF
  - (iv) Hangar: \*4,000 SF \*These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.
  - (v) Parking: 2,500 SF or 10 Spaces.
- (b) Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage.

- (3) Licenses and Certification: Operator shall meet and maintain all applicable requirements for services offered.

- (4) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA certificated flight instructor (with ratings appropriate for the services being provided/training being performed and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity. For aircraft rental, the FAA certificated flight instructor shall be able to provide competency checks, check rides, and/or transition training in (for) all Aircraft available for rental.
- (5) Equipment:
  - (a) Operator shall have available either owned or under written lease and under full and exclusive control of Operator, at least one properly certified and continuously airworthy Aircraft capable for flight under instrument conditions.
  - (b) For flight training, Operators shall have, at a minimum, adequate mock-ups, still and/or motion pictures, or other training aids that are necessary to provide proper and effective ground school instruction.
- (6) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days a week and available after hours by prior arrangement (appointment).
- (7) Insurance:
  - (a) Operator shall procure and maintain minimum the insurance coverages stipulated in Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.
  - (b) Disclosure Requirement: Any Operator conducting Aircraft rental or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Executive Director.
- (8) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

F. Aircraft Charter/Management Operator

- (1) Definition:
  - (a) An Aircraft Charter Operator is a Commercial Operator providing on-demand air transportation services (common carriage) for person or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.
  - (b) Aircraft Management: An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew (pilot) services to the public (and/or coordinating Aircraft fueling, line services, ground handling, Maintenance, and storage for or on behalf of the public).

- (c) In addition to the General Requirements set forth in Section 803, Operator shall comply with the following minimum standards set forth in this Section 805.
- (2) Leased Premises:
  - (a) Leased Premises at Bowman Field:
    - (i) Ground: 21,780 SF or 0.5 Acres
    - (ii) Ramp: Sized to accommodate a minimum of two aircraft and an additional tie-down for each additional 2,000 SF of hangar space.
    - (iii) Building/Facility: 1,000 SF
    - (iv) Hangar: \*4,000 SF \*These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.
    - (v) Parking: 2,500 SF or 10 Spaces.
  - (b) Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage.
- (3) Licenses and Certification: Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this category for Operator and any Aircraft or other Equipment utilized to engage in the Activity and shall provide copies of all required certifications and approvals to the Authority prior to engaging in the Activity and update same anytime changes are made or occur.
- (4) Personnel: Operator shall have the required number of properly trained, fully qualified, and FAA certificated pilots for the aircraft being operated (with ratings appropriate for the services being provided and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity.
- (5) Equipment: For Aircraft charter, Operator shall provide, either owned or under a written lease and under the full and exclusive control of Operator, the type, class, size and number of Aircraft intended to be used by the Operator, but not less than one certified and continuously airworthy single-engine four-place Aircraft equipped, certified for, and capable of flight under instrument flight rules (metrological) conditions.
- (6) Hours of Activity: For Aircraft charter, Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days a week and available after hours, on-call with a response time not to exceed 60 minutes.
- (7) Insurance: Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's agreement with the Authority or these Minimum Standards, whichever is greater.
- (8) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the



Authority's Regulations and may be changed from time to time by the Authority.

G. Aircraft Sales Operator

(1) Definition:

- (a) An Aircraft Sales Operator is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period.
- (b) New Aircraft Sales: Operator shall engage in the sale of new Aircraft through franchises or licensed dealerships (if required by Kentucky or local authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.
- (c) Used Aircraft Sales: Operator shall engage in the purchase and sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.
- (d) General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the Aircraft being sold available for demonstration.
- (e) In addition to the General Requirements set forth in Section 803, Operator shall comply with the following minimum standards set forth in this Section 805.

(2) Leased Premises:

- (a) Leased Premises at Bowman Field:
  - (i) Ground: 21,780 SF or 0.5 Acres
  - (ii) Ramp: Sized to accommodate a minimum of two aircraft and an additional tie-down for each additional 2,000 SF of hangar space.
  - (iii) Building/Facility: 1,000 SF
  - (iv) Hangar: \*4,000 SF \*These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.
  - (v) Parking: 2,500 SF.
- (b) Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage.
- (3) Licenses and Certifications: Operator shall maintain all applicable licenses, certifications, and ratings for all Aircraft being offered for sale.

(4) Personnel: Operator shall have at least one properly trained, fully qualified, and FAA

certificated pilot (with ratings appropriate for the aircraft being sold and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity. The FAA certificated pilot shall be able to provide demonstration flights in (for) all the Aircraft available for sale.

- (5) Equipment: Operator shall provide an adequate inventory of spare parts for the type of new Aircraft for which sales privileges are granted.
- (6) Hours of Activity: Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.) five days a week and available after hours by prior arrangement (appointment).
- (7) Insurance: Operator shall procure and maintain the minimum insurance coverages stipulated in Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.
- (8) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

H. Specialized Commercial Aeronautical Operator

- (1) Definition:
  - (a) A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing:
    - (i) limited Aircraft services and support;
    - (ii) miscellaneous commercial services and support; or
    - (iii) air transportation services for hire.
  - (b) Limited aircraft services and support could include Aircraft, engine, or accessory washing and cleaning and other miscellaneous Activities directly relating to Aircraft services and support.
  - (c) Miscellaneous Commercial services and support could include:
    - (i) ground schools;
    - (ii) simulator training;
    - (iii) charter flight coordinators;
    - (iv) aircrew management; or
    - (v) any other miscellaneous Activities directly relating to supporting or providing support services for a Commercial Aeronautical Activity.
  - (d) Air transportation services for hire could include:
    - (i) non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport);

- (ii) aerial application (seeding, spraying, and/or bird chasing);
  - (iii) aerial advertising;
  - (iv) aerial photography or survey;
  - (v) power line, underground cable, or pipe line patrol;
  - (vi) fire fighting; or
  - (vii) any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).
- (e) In addition to the General Requirements set forth in Section 803, Operator shall comply with the following minimum standards set forth in this Section 805.

(2) Leased Premises:

(a) Leased Premises at Bowman Field:

- (i) Ground: 21,780 SF or 0.5 Acres
- (ii) Ramp: Sized to accommodate a minimum of two aircraft and an additional tie-down for each additional 2,000 SF of hangar space.
- (iii) Building/Facility: 1,000 SF
- (iv) Hangar: \*4,000 SF \*These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.
- (v) Parking: 2,500 SF.

- (b) Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage.

(3) Licenses and Certifications: Operator shall have and provide to the Executive Director evidence of all licenses, certificates, or ratings that are required to engage in the Activity.

(4) Personnel: For air transportation services for hire, Operator shall have the required number of properly trained, fully qualified, and FAA certificated pilots for the aircraft being operated (with ratings appropriate for the services being provided and current medical certification) on duty during the hours of Activity.

(5) Equipment: Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and for air transportation for hire, one continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity.

(6) Hours of Activity: Operator shall be open and services shall be available during hours

normally maintained by entities operating competitive businesses at the Airport and at comparable airports.

- (7) Insurance: Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.
- (8) Fees: Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

I. Independent Operators

(1) Definition:

- (a) An Independent Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance as defined in 14 CFR Part 43 at the Airport on Bowman Field based Aircraft without a business presence (place of business) at the Airport (i.e., Operator does not lease land and/or Improvements at the Airport).
- (b) An Independent Aircraft Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft without a business presence (place of business) at the Airport (i.e., Operator does not lease land and/or Improvements at the Airport).
- (c) In addition to the General Requirements set forth in Section 803, Operator shall comply with the following minimum standards set forth in this Section 805.

- (2) Licenses and Certifications: Operator shall be properly trained, fully qualified and in possession of current valid FAA certificates with licenses and/or ratings appropriate for the services being provided (work being performed) and provide evidence of same to the Executive Director prior to engaging in the Activities at the Airport.

- (3) Equipment: Operator shall have sufficient tools, Equipment, supplies, and access to parts appropriate for the services being provided (work being performed) at the Airport.

(4) Insurance:

- (a) Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.
- (b) The Authority shall review the insurance requirements annually to determine the availability and industry standards for such coverage necessary as set forth in this subsection of Section 805.

- (5) Fees: Operator shall pay all fees associated with this Activity. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

J. Non-Commercial Operators – Self-Service Fueling Operator

(1) Introduction:

- (a) This Section sets forth the standards and prerequisite to an entity desirous or engaging in Non-Commercial Self-Service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- (b) Operator may Fuel and otherwise service its own Aircraft provided the Operator does so himself (or his/her Employees do so) using his/her own Vehicles, Equipment, and resources (Fuel) and such fueling shall be performed in accordance with all applicable Regulatory Measures.

(2) Agreement/Approval:

- (a) No entity shall engage in Self-Service Fueling activities unless a valid Non-Commercial Self-Service Fueling Permit (the "Permit") authorizing such activity has been obtained from the Executive Director. Such entities shall herein be referred to as "Permittees".
- (b) The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service Fueling standards, which shall be included in the Permit by reference.
- (c) Prior to issuance and subsequently upon request by the Executive Director, Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and fueled by Permittee.

(3) Reporting:

- (a) Permittee shall report all Fuel delivered to the approved Permittee's Fuel storage facility during each calendar month and submit a summary report along with appropriate Fuel flowage fees and/or other charges due on or before the 10<sup>th</sup> day of the subsequent month.
- (b) Permittee shall, during the term of the Permit and for three years thereafter, maintain records identifying the total number of Fuel gallons purchased and delivered. Records (and meters) shall be made available to the Authority for review and audit. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due, plus a late fee on all unpaid balances at the rate set forth in the Authority's Regulations.

(4) Fuel Storage:

- (a) Permittee shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of Fuel in such quantities as are necessary to meet the requirements set forth herein.
- (b) Permittee shall have a fixed Fuel storage tank system (in a location approved by the Authority), containing safety fixtures, and filtration systems to ensure quality in accordance with applicable safety and environmental standards. Above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, Kentucky and local regulations. Underground storage tanks are prohibited.
- (c) The system shall have at least 10,000 gallons of storage for each type of Fuel dispensed. The storage system must include adequate Fuel spill prevention features and containment capabilities, together with an approved Fuel Spill Prevention Countermeasures and Control Plan, as applicable.

- (d) Permittee shall provide for the lawful and sanitary handling and timely disposal away from the Airport of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste.

(5) **Limitations:**

- (a) Permittees shall not sell and/or dispense (barter, trade, or exchange) Fuels to Based Aircraft or Transient Aircraft that are not owned, leased and/or operated (and under the full and exclusive control of) Permittee. Any such selling or dispensing (bartering, trading, or exchanging) shall be grounds for immediate revocation of the Permit by the Executive Director.
- (b) At least one properly trained and fully qualified person shall be on duty at all times when fueling operations are being conducted. Each refueling attendant will receive training regarding refueling operation, Aircraft to be refueled, and proper procedures to be followed prior to, during, and after refueling operations including fire safety and emergency procedures. This training must be documented and available for review by the Authority.

- (6) Co-op Fueling: Joint or co-operative fueling (co-op fueling) is prohibited.

- (7) Self-Service Fueling: The use of commercially available Self-Service Fueling facilities is not considered to be Commercial Self-Service as defined in this Section.

- (8) Insurance: Permittee shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.

K. Application Process – Commercial Aeronautical Activity Application

- (1) Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport shall comply with the following.

- (2) Application Process:

- (a) The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist (See Appendix 1) and thereafter shall submit any additional information that may be required or requested by the Executive Director in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, qualifications, capabilities, and /or capacity, etc.
- (b) No application will be deemed complete that does not provide the Executive Director and the Authority with the information necessary to allow the Executive Director and the Authority to make a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan.
- (c) If the type of Commercial Aeronautical Activity(ies) being proposed is generally accepted by the Authority, and requires the leasing of land and/or Improvements for a term greater than 12 months, a more formal public proposal process will be conducted by the Authority as required by Kentucky Revised Statutes. During this proposal process, Applicant shall be given the opportunity to provide more

detailed information in its endeavor to obtain the right to engage in the Commercial Aeronautical Activity(ies) being sought by the Applicant.

(3) Approval Process:

- (a) All applications will be reviewed and acted upon by the Board within ninety (90) days from the Board's receipt of the application, subject to any necessary FAA or other Agency review.
- (b) Applications may be denied for one or more of the following reasons:
  - (i) The applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards.
  - (ii) The applicant's proposed operations or construction will create a safety hazard on the Airport.
  - (iii) The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application and/or the operation will result in a financial loss to the Authority.
  - (iv) There is no appropriate or adequate available space on the Airport to accommodate the entire Activity of the applicant.
  - (v) The proposed operation, development and/or construction do not comply with the approved ALP.
  - (vi) The development or use of the Airport area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO or tenant on the Airport, such as problems in relation to Aircraft traffic or service, preventing free access and egress to the existing FBO/SASO or tenant areas; or will result in depriving, without the proper economic study, an existing FBO/SASO or tenant of portions of its leased area in which it is operating.
  - (vii) Any party applying or having an interest in the business, has supplied false information, or has misrepresented or omitted any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
  - (viii) Any party applying, or having an interest in the business, that has a record of violating any Airport Regulations, or the rules and regulations of any other airport, or Agency having jurisdiction over the Airport, or any other rule, regulation, law or ordinance applicable to the Airport or any other airport.
  - (ix) Any party applying, or having an interest in the business, has defaulted in the performance of any agreement with the Board or any agreement at any other airport.
  - (x) Any party applying or having an interest in the business is not sufficiently credit worthy and responsible in the sole judgment of the Board to provide and maintain the business for which the application relates including prompt payment of amounts due and payable.

- (xi) The applicant does not have the finances necessary to conduct the proposed operation for at least six months.
- (c) The Authority reserves the right at any time to approve or disapprove any application to engage in Commercial Aeronautical Activities at the Airport. Such approval shall take into account the aforementioned standards along with an analysis of the business and/or aviation experience, background, and qualifications of the Applicant, the feasibility of the Applicant's proposal, and the Applicant's financial capabilities and capacities to fully implement the proposal and successfully engage in the proposed Commercial Aeronautical Activities at the Airport. Final approval by the Authority shall be based upon a comprehensive evaluation of the proposal.



**CHAPTER 900**  
**PENALTIES**

**901     PENALTIES FOR VIOLATION**

Except as otherwise expressly provided in these Regulations, or by law, any Person who violates any Section of these Regulations may be fined and/or imprisoned in accordance with the applicable provisions of KRS 183.885 (2) and KRS 183.990 (1) and may result in the suspension or revocation of Authority issued driver authorization privileges.