

CHAPTER XXV  
MINIMUM STANDARDS,  
REQUIREMENTS AND QUALIFICATIONS  
FOR COMMERCIAL SERVICE OPERATORS  
AT THE KENOSHA REGIONAL AIRPORT

25.01 PURPOSE

The purpose of this Ordinance is to:

A. Impose minimum standards, requirements and qualifications which establish the threshold entry criteria for Commercial Service Operators at Kenosha Regional Airport.

B. Establish contractual requirements for Commercial Service Operators at Kenosha Regional Airport.

C. Establish a qualification review process for those wishing to become Commercial Service Operators at Kenosha Regional Airport which affords a fair and reasonable opportunity to compete for available Airport land and facilities.

D. Establish a policy for the setting of uniform fees and establishment of a uniform rental structure at Kenosha Regional Airport.

E. Designate responsibility for administration of this Ordinance in accordance with Federal and State laws, rules, regulations, and grant assurances.

F. Enhance demand for products and services at Kenosha Regional Airport.

G. Provide opportunity for Kenosha Regional Airport to fulfill its development potential.

H. Provide opportunity for Kenosha Regional Airport to operate as a self sustaining business enterprise.

I. Encourage Commercial Service Operators to exceed the minimum standards, requirements and qualifications of this Ordinance.

25.02 DEFINITIONS

The following words and terms, for purposes of this Ordinance, have the meaning below provided.

"**Aeronautical Services**" means any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operation.

"**Agricultural Land**" means property owned by City that is not presently needed for Airport use and

is available for agrarian leases as an interim use.

"**Airport**" means Kenosha Regional Airport operated by City and located in the City of Kenosha, Wisconsin.

"**Airport Director**" means the person employed by City to administer the policies of and manage the day-to-day operations of Airport.

"**Airport Facilities**" means land, buildings, and structures owned and controlled by City, located at Airport.

"**Based Aircraft**" means aircraft which are hangared or parked at Airport.

"**City**" means City of Kenosha.

"**Commercial Aeronautical Service**" means the performance of Aeronautical Services at Airport for the purpose of securing earnings, income, compensation, or profit, whether or not the business venture is profitable.

"**Commercial Service**" means Commercial Aeronautical Service and/or NonAeronautical Service.

"**Commercial Service Operator**" or "**Operator**" means any person providing any one or a combination of Commercial Aeronautical or NonAeronautical Services at Airport.

"**Commission**" means an Airport Commission organized and existing under authority of Section 114.14, Wisconsin Statutes.

"**Community Hangars**" means a single aircraft hangar unit designed to house multiple aircraft of the same or different ownership.

"**Co-op Fueling**" means the self-fueling of aircraft through an organization formed by several aircraft owners.

"**FAA**" means the Federal Aviation Administration.

"**Flying Club**" means a nonprofit corporation or partnership in which each member is a stockholder or has an ownership interest in the aircraft under circumstances where revenue does not exceed the amount necessary for aircraft operation, maintenance and replacement, and where aircraft may not be used or rented other than by members.

"**Hangar**" means a building or structure housing one (1) or more aircraft where no Commercial Aviation Services are performed or offered in that building or structure at Airport.

"**Major Repair or Alteration**" means those repairs to aircraft or installation of aviation parts and accessories considered major by the FAA and so defined under its regulations.

"**Multiple T-Hangar**" means an aircraft hangar composed of partitioned, nested units designed to house aircraft in each unit and having a single door opening.

"**NonAeronautical Service**" means the performance of Commercial Services which are not aviation related but are beneficial to Airport operation, for the purpose of securing earnings, income, compensation, or profit, whether or not the business

venture is profitable.

**"Ordinance"** means this Chapter of the City Code of General Ordinances.

**"Person"** means person, party, firm, corporation, group, association or other legal entity.

**"Ramp Permit Area"** means an area of ramp used by a Commercial Service Operator for the parking of aircraft in conjunction with its operation.

### 25.03 RIGHTS AND PRIVILEGES AT KENOSHA REGIONAL AIRPORT

**A. Economic Nondiscrimination Policy.** To make Airport available to Airport operators and users on an economically nondiscriminatory basis, City adopts the following policy:

1. Airport is available, on reasonable terms and conditions, without unjust discrimination, to any Operator, to conduct Commercial Aeronautical or NonAeronautical Services in accordance with this Ordinance. Airport is not available to any Operator to conduct nonAeronautical services which are unrelated to and do not enhance Airport operation.

2. In any agreement or lease, under which a right or privilege at Airport is granted to any Commercial Service Operator, to conduct or to engage in any Commercial Aeronautical or NonAeronautical Service at Airport, the Commercial Operator shall agree, among other matters, to:

a. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof; and,

b. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the Commercial Service Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or price reductions to volume purchasers.

3. Each Commercial Service Operator at Airport shall be subject to the same fees and rentals, as are uniformly applicable to all other Operators making the same or similar uses of the Airport and using the same or similar land or facilities.

4. Each air carrier using Airport shall have the right to service itself or to use any Commercial Service Operator that is authorized or permitted to operate at Airport.

5. Each air carrier using Airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other chargers with respect to facilities directly and substantially

related to providing air transportation as are applicable to all such air carriers which make similar use of Airport and use similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by Airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

6. City will not exercise or grant any right or privilege which operates to prevent any person, operating aircraft on the Airport; from performing maintenance and repair services on owned aircraft, by aircraft owner or by aircraft owners employees.

7. City may elect to itself provide Commercial Aeronautical or NonAeronautical Services at Airport provided it does so on the same conditions as would apply to the furnishing of such services by private Commercial Service Operators under this Ordinance.

8. City may establish such reasonable, and not unjustly discriminatory, conditions to be met by all operators of and users of the Airport as may be necessary for the safe and efficient operation of Airport.

9. City may prohibit or limit any given type, kind or class of aeronautical or NonAeronautical use of Airport if such action is necessary for the safe operation of Airport or for the public convenience or necessity.

10. City Airport Director or Commission may restrict nonessential personnel from accessing aeronautical operations areas at Airport.

11. Nothing contained herein shall prevent Airport from phasing in fees, and rent or imposing different fees and rent for different classifications of operators, land or facilities or from recovering its costs of operation.

**B. Exclusive Rights and Privileges Prohibited.** City will not, either directly or indirectly, grant any person, the exclusive right or privilege to conduct any Commercial Aeronautical Services.

For purposes of this Section, the providing of Commercial Aeronautical Services at Airport by a single Operator shall not be construed as an exclusive right if it would be unreasonably costly, burdensome, or impractical for more than one Fixed-Based Operator to provide such services.

A right or privilege shall not be deemed exclusive because only one person (operator) has

sought or been deemed qualified to exercise such right or privilege.

**C. Fee And Rental Structure.** Airport will maintain a fee and rental structure for Airport which will provide an opportunity for Airport to operate as a self-sustaining business enterprise. No part of the Federal share of an Airport development, Airport planning or noise compatibility project for which a grant is made under Federal law, rule or regulation shall be included in the rate basis in establishing fees and rental structure.

**25.04 PROHIBITION**

No person shall use Airport or act as a Commercial Service Operator at Airport contrary to the terms and conditions of this Ordinance or contrary to the terms and conditions of any lease or agreement to which they are a party.

**25.05 REQUIREMENT**

Any person deemed qualified and selected as an operator under the terms of this Ordinance shall, as a condition of operation, enter into a written lease or agreement defining permitted activity, which is negotiated by the Airport Director, drafted or approved by the City Attorney, recommended by the Airport Commission and approved by the Common Council of City.

Upon executing a written lease or agreement, and paying of the prescribed fees and rental charges, an Operator shall have the right and privilege of conducting the operation specified for so long as Operator complies with the terms and conditions of their written lease or agreement, and this Ordinance, and relevant Federal and State laws, rules and regulations.

Nothing contained herein shall limit the right of any aircraft operator to use Airport or the right of aircraft owner or employees of aircraft owner to maintain and repair aircraft to the extent authorized by Federal or State laws, rules or regulations.

The granting of any right and privilege under this Ordinance, however shall not be construed in any way as affording the Operator the exclusive right or privilege of use of Airport, other than the land or facilities which may be leased or reserved exclusively to them, and then only to the extent provided in the written lease or agreement. City reserves and retains the right for the use of Airport by others, pursuant to this Ordinance and applicable Federal and State laws, rules and regulations. City reserves the further right to designate the specific Airport areas in which aeronautical or NonAeronautical services may be

conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and facilities available for such purpose, which must be consistent with the safe and efficient operation and orderly development of Airport.

**25.06 APPLICATION AND REVIEW OF QUALIFICATIONS OF POTENTIAL OPERATORS**

**A. Application.** Any person desiring to provide a Commercial Aeronautical or NonAeronautical Service at Airport make and file a written application for such operation and submit to a review of their qualifications as hereinafter provided.

The application shall:

1. Be fully, completely, accurately, legibly and truthfully completed.
2. Be on City forms, where and to the extent available.
3. Describe the nature of the proposed business, and include a business plan, where available. Where a business plan is not available, City Airport Director, Commission or Common Council may require a business plan be developed and submitted for review.
4. Include an Affidavit of Organization and Authority and Careful Inspection of Site and preparation of application.
5. Be signed by persons having legal authority to bind applicant and execute a lease or agreement. Every signatory must identify his/her title and office or position in applicant's business. City may require corporations to adopt resolutions authorizing execution of lease or agreement.
6. Identify land or facilities sought and buildings and hangars to be acquired or constructed.
7. List critical dates related to commencement of operation.
8. List product, and services to be offered.
9. State name of owner or proprietor. List all persons and parties having an interest of ten (10%) percent or more in the business. Where a partnership, list all partners. Where a corporation, list all officers and directors.
10. Provide a current financial statement prepared by a Certified Public Accountant.
11. Provide a written authorization from the FAA and any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant or any person or party having an interest of ten (10%) percent or more in the business, has provided Commercial Aeronautical Services to release information in their files to City relating to the applicant or applicants's operations. The applicant must execute such forms, releases, or discharges as may be required by those agencies.
12. Provide preliminary plans and specifications

for any improvements which the applicant desires to make on Airport.

**13.** Provide proof of required insurance or insurability.

**14.** Provide such other information as the Airport Director, Commission or Common Council may require. Commission or Common Council, for good cause, may waive any requirement or irregularity in the application process.

**B. City Rights Reserved.** City, in reviewing an application, reserves the right to:

**1.** Independently verify applicants representations, financial condition, and business background.

**2.** Obtain a credit report on applicant.

**3.** Require preliminary approval of any proposed financing.

**4.** Request additional information, data and reports.

**5.** Decline to review an incomplete application.

**6.** Suspend or terminate review of an application at any time it does not have the full cooperation of applicant, including but not limited to providing required or requested information, and attendance of applicant at meetings of the Commission and/or Common Council.

**C. Time for Review.** The Airport Commission will review and make a recommendation respecting application to City Common Council within ninety (90) days, of receipt of a fully completed application, but time is not of the essence. The Common Council, upon obtaining such recommendation, will act thereon as soon as practical.

**D. Standard for Review.**

**1. Basis for Approval.** An application may be approved when in the best interest of Airport.

**2. Basis for Denial.** An application may be denied, as not being in the best interest of Airport, where:

**a.** Applicant does not meet the minimum standards, requirements, and qualification of this Ordinance or of Federal or State laws, rules, or regulations.

**b.** There is inadequate land, facilities, and/or infrastructure available at Airport for applicant's business at the time of application. City has no obligation to acquire land or construct improvements to provide land or facilities for development.

**c.** The applicant's proposed operation will be detrimental to the public health, safety, and welfare.

**d.** The proposed operation does not comply with the Airport Layout Plan, as approved and amended

from time to time.

**e.** The proposed operation will result in a congestion of aircraft, or buildings.

**f.** The proposed operation will unduly interfere with another operator or user or block or obstruct access by others to common or operational areas of Airport.

**g.** Applicant has failed to file an application or provide information, or attend meetings of the Commission and/or Common Council in conformance with this Ordinance.

**h.** Applicant has, in the application, or during the application process, made a material statement which is false or misleading.

**i.** Persons having an ownership interest of ten (10%) percent or more, partners or persons serving as a corporate officer or director have a material record of violating Federal, State or local laws, rules or regulations or a record of unethical business practices, or related court or administrative proceedings are pending.

**j.** Applicant has a record of default in performance of leases and agreements with Airport, other airports, or other parties.

**k.** Applicant is not credit worthy or has not demonstrated the financial ability to perform.

**l.** Applicant has not demonstrated sufficient business background or capability to demonstrate project success.

**m.** Applicant has not shown proof of insurance or insurability in amounts and coverages required by this Ordinance.

**E. Other Requirements.** An applicant whose application was approved by the Common Council, may not commence construction of improvements or operation at Airport until:

**1.** A lease or contract terms have been negotiated.

**2.** A lease or contract has been drafted or approved by the City Attorney, recommended by the Airport Commission and approved by the Common Council.

**3.** A lease or contract has been fully executed.

**4.** Applicant has procured required insurance and filed a Certificate of Insurance with the Airport Director.

**5.** Applicant has posted required bonds and assurances, if any.

**6.** Applicant has obtained required land use, Occupancy and Building Permits and other required governmental permits and approvals.

**25.07 MINIMUM STANDARDS FOR FIXED BASE OPERATOR**

**A. Definition.** A **Fixed Base Operator** is a person who provides a minimum of six of the

following Commercial Aeronautical Services at Airport:

- Aircraft Sales (new or used)
- Airframe and Power Plant Facilities
- Aircraft Rental
- Flight Training
- Aircraft Fueling and Oil Dispensing
- Specialized Aircraft Repair Services
- Aircraft Charter and Air Taxi
- Specialized Commercial Flying Services
- Agricultural Spraying
- T-Hangar and Common Hangar Storage
- Air Cargo
- Aircraft Painting
- Aircraft Upholstery
- Scheduled Air Carrier or Scheduled Air Taxi
- Sale of Pilot Supplies
- Sale of Aircraft Parts

Only a Fixed Base Operator can engage in Aircraft Fueling and Oil Dispensing to the public, for profit. This requirement may be waived, but only under circumstances where there would be no aircraft fueling and oil dispensing at Airport, absent a waiver.

**B. Minimum Standards and Requirements.** A Fixed Base Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 40,000 square feet of ground space.
2. Provide a building with a minimum of 14,400 square feet of floor space for aircraft storage, repair and maintenance, office, customer lounge, and restrooms; all properly heated and lighted.
3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain aircraft Parking Ramp Permit.
4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.
5. Provide a paved walkway within the leased area to accommodate pedestrian access to the operators office.
6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.
7. Be open for business during days and hours specified in a business plan for each Commercial Service approved by Commission.

8. Have on duty personnel in sufficient number and with sufficient training and experience and FAA rating to provide an adequate level of service to its customers for each Commercial Service.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers for each Commercial Service.

10. Provide office, training and reception areas adequate for services offered.

11. Segregate any painting area from other operations.

12. Meet any additional minimum standards and requirements of this Ordinance for each particular Commercial Service offered.

13. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

Nothing contained herein shall be interpreted to require each Commercial Service to be provided through separate or independent facilities, equipment or personnel.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) Dollars per passenger seat, where applicable, having the following coverages:  
Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.
- Automobile Liability Insurance with a minimum single limit of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand (\$500,000.00) Dollars for property damage, having the following coverages:  
Owned Automobiles;  
Hired Automobiles; and,  
Non-owned Automobiles.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.08 MINIMUM STANDARDS FOR AIRFRAME AND POWER PLANT OPERATOR**

**A. Definition.** An **Airframe and Power Plant Operator** is a person who provides the following

Commercial Aeronautical Services at Airport:  
Aircraft engine and airframe maintenance and repair  
(Incidental sale of aircraft parts and accessories is permitted as a companion use).

**B. Minimum Standards And Requirements.**  
An Airframe and Power Plant Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 13,500 square feet of ground space.

2. Provide a building with a minimum of 6,000 square feet of floor space for aircraft storage, repair and maintenance, office, customer lounge, and restrooms; all properly heated and lighted.

3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain aircraft Parking Ramp Permit.

4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.

5. Provide a paved walkway within the leased area to accommodate pedestrian access to the operators office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan approved by Commission.

8. Have on-duty personnel in sufficient number and with sufficient training and experience and FAA rating to provide an adequate level of service to its customers.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers.

10. Provide office, training and reception areas adequate for services offered.

11. Segregate any painting area from other operations.

12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or

any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

- Automobile Liability Insurance with a minimum single limit of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand (\$500,000.00) Dollars for property damage, having the following coverages:

Owned Automobiles;  
Hired Automobiles; and,  
Non-owned Automobiles.

**25.09 MINIMUM STANDARDS FOR AIRCRAFT RENTAL OPERATOR**

**A. Definition.** An **Aircraft Rental Operator** is a person who provides the following Commercial Aeronautical Services at Airport:

Aircraft Rental to the public, subject to appropriate aviation licenses,  
(Flight training is permitted as a companion use).

**B. Minimum Standards And Requirements.** An Aircraft Rental Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 12,500 square feet of

ground space.

2. Provide a building with a minimum of 4,500 square feet of floor space for aircraft storage, repair and maintenance, office, customer lounge, and restrooms; all properly heated and lighted.

3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain aircraft Parking Ramp Permit.

4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.

5. Provide a paved walkway within the leased area to accommodate pedestrian access to the operators office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan approved by Commission.

8. Have on-duty personnel in sufficient number and with sufficient training and experience and FAA rating to provide an adequate level of service to its customers and check out qualifications of rental applicants.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers.

10. Provide office and reception areas adequate for services offered.

11. Have available for rental at least one (1) aircraft (owner or leased) based at Airport which is certified and airworthy.

12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of

payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

**25.10 MINIMUM STANDARDS FOR FLIGHT TRAINING OPERATOR**

**A. Definition.** A **Flight Training Operator** is a person who provide the following Commercial Aeronautical Service at Airport:

Flight Training to the general public.

**B. Minimum Standards and Requirements.** A Flight Training Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 12,500 square feet of ground space.
2. Provide a building with a minimum of 4,500 square feet of floor space for aircraft storage, repair and maintenance, office, customer lounge, and restrooms, all properly heated and lighted.
3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain aircraft Parking Ramp Permit.

4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.

5. Provide a paved walkway within the leased area to accommodate pedestrian access to the operators office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan approved by Commission.

8. Have on-duty personnel in sufficient number and with sufficient training and experience and FAA rating to provide an adequate level of service to its customers and check out qualifications of rental applicants.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers.

10. Provide office and reception areas adequate for services offered.

11. Have available for rental at least one (1) aircraft (owner or leased) based at Airport which is certified and airworthy.

12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid

insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

**25.11 MINIMUM STANDARDS FOR AIRCRAFT FUEL DISPENSING OPERATOR**

**A. Definition.** An **Aircraft Fuel Dispensing Operator** is a person who provides the following Commercial Aeronautical Service at Airport:

Into plane delivery of quality aviation fuel, lubricants and petroleum based products. (Related service such as window washing; ramp assistance with starters, power units; heaters and fire extinguishers; towing and aircraft parking is permitted).

**B. Minimum Standards and Requirements.** An Aircraft Fuel Dispensing Operator, as a condition of being permitted to operate at Airport, shall:

1. Meet the minimum standards for a Fixed Base Operator.
2. Have business open for aircraft fueling and oil dispensing service twelve (12) hours per day, seven (7) days per week, excepting holidays approved in advance by the Airport Director. The Operator shall make provisions for such service after regular hours on a call basis. Automated fuel dispensing equipment available to the public may be utilized in lieu of the above minimum hours of operation upon approval of the Airport Commission. The size and location of fueling and oil dispensing equipment shall be determined by the Commission.
3. Provide at least 10,000 gallons of fuel

storage for each type of fuel and maintain an adequate supply of quality fuel on hand.

4. Provide a metered, filter-equipped dispenser, fixed or mobile, which meets all Federal, State and local laws, rules and regulations for the dispensing of fuel.
5. All locations and types of fuel storage will be approved by the Commission.
6. Employ trained personnel approved for the dispensing of aviation fuel in accordance with F.A.A. guidelines.
7. Pay the current fuel flowage and tank fees as determined by the Commission.
8. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars

per occurrence having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.12 MINIMUM STANDARDS FOR SELF-FUELING OPERATOR**

**A. Definition.** A **Self-Fueling Operator** is a person who provides the following Commercial Aeronautical Service at Airport:

Fueling of aircraft owned, leased, managed or operated by Operator. (Fuel may not be dispensed to the general public, or to others for profit. Cooperative fueling, as defined herein, is prohibited.)

**B. Minimum Standards And Requirements.** A Self-Fueling Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 40,000 square feet of ground space.
2. Provide a building with a minimum of 14,400 square feet of floor space for aircraft storage, office, and restrooms, all properly heated and lighted.
3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission, and obtain Aircraft Parking Ramp Permit.
4. Provide paved vehicle parking within the leased area adequate for operations, as determined by the Commission.
5. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.
6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Provide at least 10,000 gallons of fuel storage for each type of fuel.

8. Provide metered, filter-equipped dispenser, fixed or mobile, which meets all Federal, State and local laws, rules and regulations for the dispensing of fuel.

9. All locations and types of fuel storage will be approved by the Airport Commission.

10. Employ trained personnel approved for the dispensing of aviation fuel in accordance with F.A.A. guidelines.

11. Pay the current fuel flowage and tank fees as determined by the Commission.

12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars

per occurrence having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.13 MINIMUM STANDARDS FOR AIRCRAFT CHARTER AND AIR TAXI OPERATOR**

**A. Definition.** An **Aircraft Charter and Air Taxi Operator** is a person who provides the following Commercial Aeronautical Service at Airport:

Air transportation for hire to the general public, on a Charter basis or as an Air Taxi as defined by the F.A.A.

**B. Minimum Standards And Requirements.** An Aircraft Charter and Air Taxi Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 12,500 square feet of ground space.
2. Provide a building with a minimum of 4,500 square feet of floor space for aircraft storage, office, customer lounge and restrooms, all properly heated and lighted.
3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission, and obtain Aircraft Parking Ramp Permit.
4. Provide paved vehicle parking within the leased area adequate for operations, as determined by the Commission.
5. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.
6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to

the access to the taxiway that is provided by Owner.

7. The Operator shall be open and have services available eight (8) hours daily, five (5) days per week, except approved holidays. The Operator shall provide on-call service during other hours.

8. Have on-duty personnel in sufficient number and with sufficient training and experience and appropriate F.A.A. rating to provide an adequate level of service to its customers, including at least one (1) F.A.A. certified commercial/instrument rated pilot.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers.

10. Provide office and reception areas adequate for services offered.

11. Have available for service at least one (1) aircraft (owner or leased) based at Airport which is certified (including instrument operation) and airworthy.

12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars for each seat per occurrence, and General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars, having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overflow, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.14 MINIMUM STANDARDS FOR AIR CARGO OPERATOR**

**A. Definition.** An **Air Cargo Operator** is a person who provides the following Commercial Aeronautical Service at Airport:

Air Cargo (transportation, handling, loading and unloading of goods).

**B. Minimum Standards And Requirements.** An Air Cargo Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 20,000 square feet of ground space.
2. Provide a building with a minimum of 6,000 square feet of floor space for aircraft storage, office, customer lounge and restrooms, all properly heated and lighted.
3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission, and obtain Aircraft Parking Ramp Permit.
4. Provide paved vehicle parking within the leased area adequate for operations, as determined by the Commission.
5. Provide a paved walkway within the leased

area to accommodate pedestrian access to the Operator's office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan approved by Commission (minimum of eight (8) hours a day, five (5) days a week, except holidays).

8. Have on-duty personnel in sufficient number and with sufficient training and experience provide an adequate level of service to its customers.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers.

10. Provide office and reception areas adequate for services offered.

11. Have available for cargo transportation at least one (1) aircraft (owner or leased) based at Airport which is certified (including instrument operation) and airworthy.

12. Use Leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be

obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.15 MINIMUM STANDARDS FOR SCHEDULED AIR CARRIER OR SCHEDULED AIR CARGO OPERATOR**

**A. Definition.** A **Scheduled Air Carrier** or **Scheduled Air Cargo Operator** is a person who provide the following Commercial Aeronautical Services at Airport:

Air Transportation and/or Air Cargo Service to the general public.

**B. Minimum Standards and Requirements.** A Scheduled Air Carrier and/or Scheduled Air Cargo Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease from the City of Kenosha the appropriate amount of Airport terminal space to provide for ticketing, passenger waiting, and baggage makeup. All improvements to the terminal must be made in accordance with City Ordinances and must be approved by the Airport Commission.
2. Have in attendance at least one (1) person at the ticket counter at least one (1) hour before the first flight until thirty (30) minutes after the last flight of each day of operation.

3. Have in their employ and on duty during business hours, trained personnel in such numbers as are adequate, but never less than one (1) F.A.A. certified Airline Transport Rated Pilot appropriately rated to permit the flight activity offered by the Operator.

4. Be open for business during days and hours specified in a business plan for each Commercial Service approved by Commission.

5. Have on-duty personnel in sufficient number and with sufficient training and experience and F.A.A. rating to provide an adequate level of service to its customers for Commercial Service, including at least one (1) F.A.A. certified Airline Transport rated pilot.

6. Have equipment and supplies on hand to provide an adequate level of service to its customers for each Commercial Service.

7. Nothing contained herein shall be interpreted to require each Commercial Service to be provided through separate or independent facilities, equipment or personnel.

8. Have available for operation at least one (1) aircraft (owner or leased) based at Airport for each Commercial Service.

9. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

Nothing contained herein shall be interpreted to require each Commercial Service to be provided through separate or independent facilities, equipment or personnel.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City

Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence for Air Cargo and Carrier Operation, and One Million (\$1,000,000.00) Dollars per seat for Air Carrier Operation having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.16 MINIMUM STANDARDS FOR SPECIALIZED COMMERCIAL FLYING OPERATOR**

**A. Definition.** A **Specialized Commercial Flying Operator** is a person who provide the following Commercial Aeronautical Services at Airport:

Air transportation for hire for specialized purposes (not covered elsewhere under the minimum standards of this Ordinance), including, but not limited to, one or more of the following:

1. Nonstop sightseeing flights that begin and end at the same airport.
2. Cropdusting, seeding, spraying and bird chasing.
3. Banner towing and aerial advertising.
4. Aerial photography or survey.
5. Fire fighting.

6. Powerline or pipeline patrol.
7. Any other operations excluded from Part 135, Federal Aviation Regulations.

**B. Minimum Standards And Requirements.**

A Specialized Commercial Flying Operator, as a condition of being permitted to operate at Airport, shall:

1. Because of the variations in the business needs, the square footage and buildings requirements will be discussed with the prospective Operator at the time of his request to perform Commercial Services. Such requirements shall be appropriate to the activity proposed.

In the case of cropdusting, or other commercial use of chemicals, the Operator shall provide a centrally drained, paved area of not less that two thousand (2,000) square feet for aircraft loading, washing, and servicing. Operator shall also provide for the safe storage and containment of noxious chemicals and materials, as well as all ground equipment. Such facilities will be in a location on the Kenosha Regional Airport which will provide the greatest safeguard to the public. Operator shall meet all local, State, and Federal law, rules and regulations pertaining to the Commercial Service provided.

2. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain Aircraft Parking Ramp Permit.

3. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.

4. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

5. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

6. Be open for business during days and hours specified in a business plan for each Commercial Service approved by Commission.

7. Have on-duty personnel in sufficient number and with sufficient training and experience and F.A.A. rating to provide an adequate level of service to its customers for each Commercial Service.

8. Have equipment and supplies on hand to provide an adequate level of service to its customers for each Commercial Service.

9. Provide office and reception areas necessary for services offered.

10. Have available for operations at least one (1) aircraft (owner or leased) based at Airport which is certified and airworthy, able to provide for each Commercial Service.

11. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

Nothing contained herein shall be interpreted to require each Commercial Service to be provided through separate or independent facilities, equipment or personnel.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence, or One Million (\$1,000,000.00) Dollars per passenger seat, where applicable, having the following coverages:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.17 MINIMUM STANDARDS FOR SPECIALIZED AIRCRAFT REPAIR OPERATOR**

**A. Definition.** A **Specialized Aircraft Repair Operator** is a person who provides the following Commercial Aeronautical Service at Airport:

Repair of aircraft equipment and accessories, including, but not limited to, radios, propellers, and instruments, to include the incidental and nonexclusive sale of new, used and rebuilt equipment and accessories.

**B. Minimum Standards and Requirements.** A Specialized Aircraft Repair Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 12,500 square feet of ground space.
2. Provide a building with a minimum of 4,500 square feet of floor space for storage, office, customer lounge and restrooms, all properly heated and lighted.
3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain Aircraft Parking Ramp Permit.
4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.
5. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.
6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan approved by Commission.

8. Have on-duty personnel in sufficient number and with sufficient training and experience and F.A.A. rating to provide an adequate level of service to its customers.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers.

10. Provide office and reception areas adequate for services offered.

11. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages, where applicable:

Premises and Operations;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

**25.18 MINIMUM STANDARDS FOR AIRCRAFT SALES OPERATOR**

**A. Definition.** An **Aircraft Sales Operator** is a person who provide the following Commercial Aeronautical Service at Airport:

Sale of new and/or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise, and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by Operator.

**B. Minimum Standards And Requirements.** An Aircraft Sales Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 12,500 square feet of ground space.

2. Provide a building with a minimum of 4,500 square feet of floor space for aircraft storage, repair and maintenance, office, customer lounge and restrooms, all properly heated and lighted.

3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain Aircraft Parking Ramp Permit.

4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.

5. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan approved by Commission.

8. Have on-duty personnel in sufficient number and with sufficient training and experience and F.A.A. rating to provide an adequate level of service to its customers.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers.

10. Provide office and reception areas adequate for services offered.

11. Have available at least one (1) aircraft based at Airport which is certified and airworthy for demonstration purposes.

12. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages, where applicable:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,

Death and Personal Injury.

**25.19 MINIMUM STANDARDS FOR MULTIPLE SERVICES OPERATOR**

**A. Definition.** A **Multiple Services Operator** is a person who provide the following Commercial Aeronautical Services at Airport:

Provide two (2) or more Commercial Aeronautical Services for which minimum standards are applicable under this Ordinance (excluding a Fixed Base Operator).

**B. Minimum Standards and Requirements.** A Multiple Services Operator, as a condition of being permitted to operate at Airport, shall:

1. Lease a minimum of 20,000 square feet of ground space.

2. Provide a building with a minimum of 6,000 square feet of floor space for aircraft storage (repair and maintenance, if applicable), office, customer lounge and restrooms properly heated and lighted.

3. Lease aircraft parking ramp area adequate for operation, as determined by the Commission and obtain Aircraft Parking Ramp Permit.

4. Provide paved vehicle parking within the leased area adequate for operations, as determined by Commission.

5. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

6. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by Owner.

7. Be open for business during days and hours specified in a business plan for each Commercial Service approved by Commission.

8. Have on-duty personnel in sufficient number and with sufficient training and experience and F.A.A. rating to provide an adequate level of service to its customers for each Commercial Service.

9. Have equipment and supplies on hand to provide an adequate level of service to its customers for each Commercial Service.

10. Provide office and reception areas adequate for services offered.

11. Have available for operation at least one (1) aircraft (owner or leased) based at Airport, which is certified and airworthy for each Commercial Service (where applicable).

12. Meet any additional minimum standards and requirements of this Ordinance for each particular Commercial Service offered.

13. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

Nothing contained herein shall be interpreted to require each Commercial Service to be provided through separate or independent facilities, equipment or personnel.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) per passenger seat, having the following coverages, where applicable:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

**25.20 MINIMUM STANDARDS FOR T-HANGAR, COMMON HANGAR AND TIE-DOWN AIRCRAFT STORAGE OPERATOR**

**A. Definition.** A T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator is a person who provides the following Commercial Aeronautical Services at Airport:

T-Hangar or Common Hangar for aircraft storage available to the general public or for private use.

Tie-Down storage may (where specifically authorized by Commission) be provided by the Hangar Operator within the leased area adjacent to the hangars, providing approved spacing and anchors are available. The Operator may not furnish any services which might in any way place the care, custody, and control of the aircraft of others, stored on Operator's premises, in Operator's control.

**B. Minimum Standards And Requirements.** A T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator, as a condition of being permitted to operate at Airport, shall:

1. Construct the T-Hangar and/or Common Hangar in accordance with design and construction standards required and established by the City for the facility involved.

2. Minimum space and area requirements are as follows:

a. T-Hangars shall be of a size sufficient to accommodate at least ten (10) aircraft. This requirement may be waived if a parcel of land suitable for T-Hangar development will not accommodate a full ten unit building.

b. Common Hangars shall have at least five thousand (5,000) square feet of floor space.

c. The Operator shall lease from the City a

ground area adequate to meet the hangar requirements specified above.

d. No other commercial services may be offered under this Section.

3. The lease shall be for a term mutually agreed upon between the parties commensurate with the Operator's financial investment in his/her facility.

4. In the T-Hangars or Common Hangar buildings, the use of hazardous materials such as inflammable liquids, gases or similar materials is prohibited. The performance of doping, painting, stripping, fueling or open flame operations will offer no waste to Kenosha Regional Airport, each operator will be responsible for handling and removing same from Airport premises.

5. No major engine repairs or major airplane repairs or alterations as defined by the F.A.A. are allowed in T-Hangar areas. No work is allowed on fuel systems due to its inherent hazards.

6. No outside storage of equipment or material is permitted.

7. The Operator shall lease a ramp permit adequate to serve the hangar as determined by the Commission.

8. Use leased premises and provide Commercial Services in accordance with any other applicable Federal, State or local law, rule or regulation.

**C. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages, where applicable:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

**25.21 MINIMUM STANDARDS FOR FLYING CLUB OPERATOR**

**A. Definition.** A **Flying Club Operator** is a person who provides the following Commercial Aeronautical Services at Airport:

Flying Club

**B. Minimum Standards And Requirements.** A Flying Club Operator, as a condition of being permitted to operate at Airport, shall:

1. The Club will operate as a nonprofit corporation.
2. Each member must be an owner of the aircraft or a stockholder in the corporation.
3. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of, operation, maintenance and replacement of its aircraft.
4. The Club's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter or air taxi.
5. Club members may receive student instruction by a lessee based on the Airport who provides flight training or a member of the Club, if having an appropriate F.A.A. rating.
6. The Club will keep current a complete list of the Club's membership and annually file the list with the Airport Director.

**C. Insurance Policies.** Operator shall procure

and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages, where applicable:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

**25.22 SHORT TERM PERMITS FOR OPERATORS OF OTHER COMMERCIAL AERONAUTICAL SERVICES**

**A.** A person desiring to provide a Commercial Aeronautical Service at Airport on a short term and not regularly occurring basis and does not meet the minimum standards specified in this Ordinance for that service may provide such services upon procuring a permit from the Airport Director for a daily fee approved by the Airport Commission under circumstances where such Operator meets all F.A.A. certifications and requirements.

**B. Insurance Policies.** Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of City as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, City Common Council may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of Lease.

The following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- Worker's Compensation - Statutory - In compliance with the Worker's Compensation Law of the State of Wisconsin;
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages, where applicable:

Premises and Operations, including Hangarkeepers;  
Independent Contractor and Subcontractors;  
Products and Completed Operations;  
Contractual; and,  
Death and Personal Injury.

**25.23 SEVERABILITY**

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this Ordinance.

**25.24 PENALTIES**

Any person, party, firm or corporation who shall violate any of the provisions of this Chapter shall, upon conviction thereof, forfeit not less than One Hundred (\$100.00) Dollars, nor more than Five

Hundred (\$500.00) Dollars. The violator will also be responsible for the costs of prosecution, and in default of payment of forfeiture and costs of prosecution, shall be imprisoned in the County Jail until such forfeiture and costs are paid, for a period not to exceed thirty (30) days. Each day's failure to comply with any provision of this Ordinance shall constitute a separate violation.