



City of Battle Creek  
W.K. Kellogg Airport  
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Battle Creek, MI 49015  
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# Development Standards

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City of Battle Creek

*W. K. Kellogg Airport (BTL)*

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February 20, 2018



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### 1. INTRODUCTION

#### 1.1. *Purpose*

The purpose of these Development Standards is to (a) set forth the City of Battle Creek (City) design and construction standards, policies, and procedures for the development (including construction, modification, and/or renovating) of aeronautical and non-aeronautical land and/or Improvements at the W. K. Kellogg Airport (Airport); (b) promote attractive, high quality, consistent, compatible, and sustainable development; (c) protect persons and Property; and (d) preserve and/or enhance the Airport.

#### 1.2. *Goal and Objectives*

It is the goal of the City to preserve and/or enhance the Airport for the benefit of Lessees, Sublessees, Operators, customers, users, and the community and to ensure that the Airport is developed in a high quality manner consistent with sound fiscal management and best practices while ensuring the provision of essential infrastructure, Improvements, and amenities. The City has established the following objectives to help achieve this goal.

**Economic** – preserving property values and enhancing investments

**Environmental** – conserving natural resources and features while minimizing adverse impacts on the environment

**Function** – encouraging imaginative and innovative development of land and Improvements while maintaining high standards and being able to respond to changes at the Airport, in the market, and within the industry

**Visual** – incorporating variety, interest, and high quality standards for architectural and landscape design and construction

**Social** – maintaining an amenable relationship between the Airport and the surrounding community

#### 1.3. *General Provisions*

These Development Standards incorporate, by reference, Section 1 (General Provisions) of the Rules and Regulations. The terms identified by use of a capital letter in these Development Standards are addressed in Section 1.2 of the Rules and Regulations and provided in Section 7.1 of the Rules and Regulations.

#### 1.4. *Compliance*

These Development Standards shall not eliminate the requirement that individual or entity (collectively “entity”) associated with development of land and/or Improvements at the Airport comply with all State of Michigan, Calhoun County, and City of Battle Creek codes, ordinances, or other Legal Requirements.



### **1.5. Applicability**

These Development Standards specify the requirements which must be met by any entity associated with development of land and/or Improvements at the Airport. No entity shall be permitted to develop land and/or Improvements under conditions that do not, in the City's sole discretion, comply with these Development Standards, unless an exemption or variance has been granted in advance and in writing by the City.

If these Development Standards are amended after entity associated with development of land and/or Improvements enters into an Agreement, the entity shall not be required to comply with the amended Development Standards, except as provided for in such Agreement, until such time as (a) the existing Agreement is amended; (b) the City approves an assignment to another entity; or (c) entity enters into a new Agreement.

### **1.6. General Requirements**

No Improvement shall be developed (and no natural vegetation shall be planted or allowed to grow) that does not comply with the Airport's Master Plan, Airport Layout Plan, Airport zoning provision in Chapter 1291 of City Ordinances and/or other Legal Requirements. Notwithstanding any other provisions of these Development Standards, land and Improvements may not be developed or used in such a manner as to:

- create electrical interference with Aircraft radios or other navigational equipment;
- make it difficult for Aircraft crew members to distinguish between airport lighting or signage;
- create glare or blockage that impairs the visibility of Aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endangers the arrival, departure, or maneuvering of Aircraft.

### **1.7. Restricted Improvements**

**Temporary Building** – Buildings which are intended to be located in place for 6 months or less shall be deemed to be temporary. Temporary buildings including mobile homes, offices, or storage facilities shall not be installed or maintained at the Airport without the prior written approval of the City.

- All requests for approval of any temporary building shall be submitted to the City and must include proposed location, size, construction material, purpose, and provisions for dismantling and/or removal no later than 30 calendar days after development of permanent Improvements are completed.

**Marking and Lighting** – The owner of any nonconforming Improvement shall be required to install, operate, and maintain the markers and/or lights which are deemed necessary by the City, Federal Aviation Administration (FAA), and any other Agency having jurisdiction to indicate the hazard is present.



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Such markers and lights shall be installed, operated, and maintained at the owner's sole risk, cost, and expense. No development shall be permitted or approved by the City that establishes a hazard or creates a nonconforming Improvement that increases the hazard to air navigation, regardless of whether it is considered legal nonconforming.



## **2. LAND DEVELOPMENT**

### **2.1. General**

These Development Standards do not necessarily address every type of condition or detail that may be encountered during the design and construction process. As such, entities are encouraged to maintain an on-going review process with the City (beginning early in the design stage) to ensure that the entity's Development Plan (discussed in Section 4.4 of these Development Standards) is acceptable to the City.

Where a specific material is identified (or specifications are provided for a specific type of material), a material having the same or equivalent specifications may be utilized if approved in advance and in writing by the City. No occupancy of any Improvement shall be permitted before completion and a Certificate of Occupancy (CO) is issued by the Agency having jurisdiction.

### **2.2. Environmental Quality**

The City encourages: (a) orientation of Improvements to take advantage of natural sunlight and prevent Improvements from blocking direct sunlight to other Improvements, (b) the use of barriers as a defense against wind, (c) the use of landscaping to maximize cooling in the summer and retention of heat in the winter, and (d) design features and the use of construction methods, techniques, and/or processes that conserves energy and natural resources.

The City shall not permit development or land use that (a) adversely affects the quantity, quality, or reliability of water resources; (b) occurs at the expense of established water dependent activities; (c) results in increased alkalization of water, loss of stream flows, or the unnecessary destruction of wildlife habitat; or (d) entails future major expenditures on the part of the public to reacquire or redistribute water resources. The City will not permit development or land use that accelerates erosion of soil and rock (including stream sedimentation, dust, and gulying), alters drainage and/or floodwater patterns, exacerbates flood hazards, reduces natural vegetation, creates visual scars, leaches minerals, destroys animal habitats, or increases maintenance and/or repair costs.

### **2.3. Provision of Necessary Airport Land and/or Improvements**

The City shall encourage development that fully utilizes, but does not overburden, existing land and/or Improvements. In cases where existing land and/or Improvements are not fully utilized, the City encourages development that:

- minimizes Aircraft, Vehicle, and pedestrian congestion and promotes safety, security, and efficiency;
- includes facilities to collect, treat, and dispose of the types and quantities of stormwater runoff anticipated and ensures that such facilities have the capacity, quality of discharge, point of discharge, and reliability to support the intended use;



- has a water supply of the quality, quantity, pressure, and reliability that is required to support the intended use;
- has Paved road access for Emergency Services; and
- consists of Improvements that are optimal for (i.e., make highest and best use of) the land area.

### **2.4. *Manmade and Natural Hazards***

The City requires development that does not expose others to avoidable natural and manmade hazards. As such, the City requires development which:

- is designed, constructed, and located in a manner that is compatible with existing hazards and does not create any additional hazards and
- is not located in floodplains, geologically hazardous areas, or other natural hazard areas that could threaten the development, the Airport, or the health, safety, security, or welfare of the public.

### **2.5. *Reuse of Resources***

The City encourages development which uses recycled materials, promotes recycling of materials used in construction, and reuses wastewater.



### **3. DESIGN CRITERIA**

#### **3.1. Accessory Buildings**

All accessory buildings shall be identified on the Development Plan and approved in writing by the City prior to construction. Accessory buildings include any building other than the main building(s) that is intended to be located in place for more than six months. Accessory buildings shall match the architectural design and materials of the main Improvement.

#### **3.2. Changes, Additions, and Deletions**

Prior to making any changes, additions, or deletions to existing land and/or Improvements, the Development Plan shall be submitted to the Transportation Director and approved in writing by the City. Changes, additions, or deletions shall match the architectural design and materials of the main building(s). Changes, additions, and/or deletions shall conform to all applicable codes, ordinances, or other Legal Requirements.

#### **3.3. Aircraft Access**

To allow for the safe, secure, and efficient operation of Aircraft and to minimize potential conflicts with Vehicles and pedestrians:

- all Aircraft access points (i.e., Taxiways and Taxilanes) shall meet the design standards stipulated in AC 150/5300-13 Airport Design;
- a minimum of 40 feet of frontage Ramp is required between the edge of the access Taxiway or Taxilane and the closest exterior wall of any Hangar;
- frontage Ramp shall be able to accommodate the largest Aircraft the Hangar is designed to accommodate and shall comply with the General Aviation Minimum Standards;
- if two Hangars access a common Taxiway or Taxilane, a minimum of 40 feet of access Taxilane shall be required between the two frontage Ramps, edge to edge;
- where a common access Taxilane is required, the Lessee (Sublessee, if applicable) shall be required to lease and construct one-half of the required access Taxilane;
- a maximum of two Vehicle or pedestrian access points shall be permitted to the Ramp, Taxiway, or Taxilane; and
- each access point may require video surveillance with appropriate signage identifying such, at the sole discretion of the City.



### **3.4. Antennae**

All required antennae, satellite dishes, and similar equipment shall be identified in the Development Plan and approved in writing by the City prior to construction. No antennae, satellite dish, or similar equipment shall be allowed that interferes with existing or future Airport, Aircraft, or Vehicle operations. When possible, all antennae, satellite dish, or similar equipment shall be screened from view. FAA Form 7460-1 shall be completed and all antennae, satellite dishes, and similar equipment must comply with 14 CFR Part 77.

### **3.5. Ramps**

Operators providing rotary wing Aircraft parking shall adhere to the design standards described in AC 150/5390-2. Operators providing fixed wing Aircraft parking shall adhere to the design standards described in AC 150/5300-13.

### **3.6. Improvement Height**

The overall height of any Improvement shall be proportionate with surrounding land uses and Improvements and shall be dependent on the type of use of the Improvement (or activity) and/or the size of the Aircraft using the Improvement. Only those Improvements that are not considered an obstruction under 14 CFR Part 77, as determined by the FAA and approved by the City, shall be made.

### **3.7. Doors**

Hangar doors shall be sliding, overhead, or bi-fold doors, consistent with best practices, based on the size of the Hangar. Hangar doors shall be constructed of pre-finished aluminum, pre-finished steel, or flexible fabric curtain (designed specifically for hangars) and shall complement the building from a design and color standpoint.

- Wood, plastic, corrugated fiberglass, tin, or other unfinished materials are prohibited.
- Translucent panels may be incorporated into pre-finished aluminum or pre-finished steel doors to provide additional lighting.
- Pedestrian doors shall comply with all applicable codes, ordinances, and Legal Requirements. All pedestrian doors shall be pre-finished metal construction in metal jambs and shall complement the building from a design and color standpoint.

Vehicle access doors shall be overhead construction and shall complement the building from a design and color standpoint.



### **3.8. Exterior Lighting**

A lighting plan describing the exterior illumination layout and fixture selection shall be submitted with the Development Plan and approved in writing by the City prior to construction. The lighting plan shall meet the following requirements:

- lights shall not be placed to cause glare, interference with Airport, Aircraft, or Vehicle operations, or illuminate areas outside of the intended area including adjacent land and/or Improvements;
- Vehicle parking areas, driveway, and roadway lighting shall provide uniform illumination;
- accent lighting is recommended at key points such as entrances, exits, and loading zones;
- Vehicle parking and outdoor pedestrian areas must utilize cutoff lighting fixtures installed in a horizontal position;
- security light sources shall be operational during hours of darkness and shall illuminate entrances and exits to the site and all buildings;
- exterior lighting shall be color-corrected for true white with allowances for modest amounts of blue or green;
- exterior lighting shall be high pressure sodium fixtures, metal halide, and/or LED;
- distance between exterior lighting fixtures shall be predicated upon the lumens to adequate coverage; and
- height of exterior light poles shall comply with 14 CFR Part 77.

### **3.9. Exterior Materials**

Exterior building materials shall be compatible with adjacent buildings and shall not affect Airport, Aircraft, or Vehicle operations. Building glazing shall not cause glare or reflections that will interfere with Airport, Aircraft, or Vehicle operations. Reflective glass and/or other reflective materials will not be approved by the City.

### **3.10. Exterior Storage**

No articles, goods, materials, machinery, equipment, tools, trees, shrubs, or plants (except approved landscaping), or similar items shall be stored, kept in the open, or exposed to public view within the area between the building setback line (as identified in Section 3.20 in these Development Standards) and the street. No outside storage (other than that approved in advance and in writing by the City) shall be permitted on any Leased Premises unless such storage is visually screened. No outside storage shall extend above the top of such screening.

No articles, goods, material, machinery, equipment, tools, trees, shrubs, or plants shall be stored other than in an enclosed, covered building which shall be enclosed with an architectural screen fence at least six feet in height, appropriate landscaping, or other screening devices or materials approved in advance and in writing by the City. No storage shed or accessory building other than the main building shall be permitted



except during construction or unless approved in writing by the City prior to construction or installation. Objects such as water towers, storage tanks, processing equipment, cooling towers, communications towers, vents, and other buildings or equipment shall be compatible with the main building(s) or effectively shielded from view and shall be approved in writing by the City prior to construction.

### **3.11. Fences, Gates, and Buffers**

Required fencing, gates, and buffers shall be identified in the Development Plan and approved in writing by the City prior to construction. Submittal shall include identification of the (a) location of fences, gates, and buffers, (b) the type, height, and color of the materials used for construction, and (c) other unique design features or considerations. Fencing and gates shall be the same type of material and style of the existing Airport perimeter fence and gates and shall be properly maintained, fully functional, and in good appearance.

When possible, fences, gates, and buffers shall not be permitted directly adjacent to Aircraft Movement Areas and Non-Movement Areas unless identified with markers, lights, or other devices (e.g., reflectors on all sides). Fences, gates, and buffers directly adjacent to Aircraft Movement Areas and Non-Movement Areas must have a security card or key pass access control mechanism to restrict access to authorized personnel only. The height of all buffers of unsightly areas (e.g., storage area) shall be at least equal to the material being stored or screened.

### **3.12. Garbage and Recycling Containers**

Exterior garbage and recycling containers must be equipped with securely fastened lids and shall be screened on all sides from view. All areas utilized for garbage and recycling container locations shall be Paved.

### **3.13. Flagpoles**

All flagpoles shall be located in such a manner and distance from Ramps, Taxiways, or Taxilanes to prevent being a hazard to Airport, Aircraft, or Vehicles operations. The height of flagpoles shall comply with 14 CFR Part 77. The flag of the United States shall only be displayed in accordance with Title 4 of the United States Code.

### **3.14. Grading and Drainage**

A site plan indicating proposed grading and drainage (including drainage flow, contours, and elevations) shall be submitted with the Development Plan and approved in writing by the City prior to construction. Compatible grading and drainage between adjacent land and Improvements shall be established to control drainage and erosion and shall meet the following requirements:

- Grading permits shall be obtained from the Agency having jurisdiction prior to performing any grading.



- Grades, berms, channels, and swales shall be an integral part of the grading, drainage, and Paved surface design.
- Paved area grades shall not exceed two percent (2.0%) slope for concrete and asphalt paving.
- Drainage (and all related facilities) shall be designed to prevent standing water and accommodate all storm water generated by the land in accordance with the Construction Storm Water Pollution Prevention Plan (SWPPP) and the City's SWPPP.
- All grading and drainage shall meet the design standards described in AC 150/5320-5C.

Drainage shall not adversely impact adjacent land and Improvements and shall flow into natural or developed drainage. The elevation of the land shall not be changed so as to materially affect the surface elevation or grade of the surrounding land.

Gutters and downspouts shall be used to facilitate drainage from roofs. Hangar drainage shall flow through an oil/water separator.

### **3.15. Landscaping**

The City encourages landscaping that creates a compatible and continuous relationship between the land and the Improvements, minimizes the use of irrigation water, maintains an aesthetically pleasing appearance in all areas not covered by Improvements, Ramps, Vehicle parking areas, and enhances the existing character of a site. Any portion of the site that is not improved shall be landscaped according to the landscaping and irrigation plan submitted with the Development Plan and approved in writing by the City prior to construction.

- Landscaping materials shall be installed within 30 calendar days of receipt of CO.
- All landscaping shall be maintained and repaired and kept in good appearance on a year-round basis.
- The Lessee (Sublessee, if applicable) shall be solely responsible for landscape maintenance and repair including weed control and removal and replacement of diseased or dead vegetation.

Areas with road frontage shall be landscaped with berms and/or shrubbery to provide effective screening of Aircraft or Vehicle parking areas.

- Berms and/or shrubbery shall have a maximum height of four feet, as measured from the Aircraft and/or Vehicle parking area.
- Berm slopes shall not exceed two feet horizontal to one foot vertical (2:1) with a three foot wide flat crown.
- Lessee (Sublessee, if applicable) shall provide shade trees indigenous to the area that conform to all applicable codes, ordinances, and Legal Requirements in all Vehicle parking areas.



Landscaping shall also be used, consistent with all applicable codes, ordinances, and Legal Requirements, to screen unsightly items such as heating and air conditioning units, trash and recycling containers, loading docks, utility boxes, etc. Landscaping materials shall be indigenous to the State of Michigan and may include such items as trees, shrubs, hedges or bushes, and ground cover such as grass or landscaping rocks. Small landscaping rock may be permitted provided it does not create a hazard to persons or Property including Aircraft. Decorative bark and seed or fruit bearing trees will not be approved by the City.

All landscaped areas shall be irrigated by a permanent, underground irrigation system that can support the type and amount of landscaping installed. The landscape plan shall minimize the use of irrigation water. Landscaping materials shall be compatible with the surrounding land and Improvements and shall not pose a hazard to Airport, Aircraft or Vehicle operations. At all times, landscaping shall (a) comply with 14 CFR Part 77, (b) not obscure ATC line of sight, and (c) not exceed 25 feet above ground level.

### **3.16. Loading and Service Areas**

In addition to being functional and aesthetically pleasing, loading and service areas shall meet the following requirements:

- Loading areas, loading docks, Vehicle parking areas, and service areas shall be planned so the use of any one of these areas does not interfere with the use of any of other areas.
- All areas utilized for loading and service area shall be Paved.
- Loading docks or service areas shall not be visible from the street. If necessary, to restrict visibility from the street, a landscaped buffer shall be installed.
- Loading areas shall be denoted by a yellow painted curb with the words "Loading Zone" in black lettering.

### **3.17. Open Sided Buildings**

Buildings shall be fully enclosed. No open sided buildings shall be permitted with the exception of Aircraft shade ports and/or wash racks.

### **3.18. Pedestrian Circulation**

Pedestrian movement shall be safe, convenient, and orderly. Walkways shall conform with applicable codes, ordinances, and Legal Requirements. Convenient pedestrian access from all Aircraft and Vehicle parking areas to building entrances shall be provided. Pedestrian walkways shall be constructed of concrete. Bituminous asphalt, dirt, and gravel walkways will not be approved by the City. Pedestrian access to land and Improvements shall be designed and constructed in accordance with the Americans with Disabilities Act of 1990, as may be amended from time to time, and any other applicable Legal Requirements. Pedestrian access to Restricted Areas shall be controlled with a security pass, key card, access gate or other approved security access system.



### **3.19. Residence**

No building, Vehicle, Equipment, or Aircraft shall be used as a place of residence either on a temporary or permanent basis.

### **3.20. Setbacks**

To provide sufficient space between Improvements and streets, to ensure adequate lighting, privacy, and sound control, and to allow for landscaping and access (including Aircraft, Vehicle, and Emergency Vehicle access), the following setbacks shall be met and maintained:

#### **Minimum Building Setback Requirements**

- Landside: minimum of 30 feet from the edge of building to the lot line.
- Airside: shall be based on the largest Aircraft permitted in the area (as identified on the Airport Layout Plan) plus 15 feet.
- Sides: minimum of 15 feet from the edge of building to the lot line.

Setback requirements may be greater for buildings located on the south side of Taxiways, Taxilanes, Aircraft and Vehicle parking areas, roadways, and walkways, depending on the height of the building, to facilitate snow and ice melt.

#### **Vehicle Parking Area Setback Requirements**

- Street right-of-way: minimum of 15 feet landscaped and bermed (where possible) except for that portion which is used for Vehicle or pedestrian access.
- Side lot line: minimum of 10 feet (not applicable if adjacent lots have a contiguous Vehicle parking area).
- Facilities: minimum of five feet from walkways or landscaped areas.

#### **Utility Transformer or Meter Setback Requirements**

- Street right-of-way: minimum of five feet.
- Side lot line:
  - With Ramp – minimum of 10 feet
  - Without Ramp – minimum of 40 feet

No part or portion of any Improvement shall be erected, constructed, or extended closer than the distance from the Movement Areas as depicted by the building restriction line in Exhibit A of the Airport Layout Plan. The City shall determine the required setback distances for each Lessee (Sublessee, if applicable) from any adjacent Ramp, Taxilane, or Taxiway edge.

The entire setback area shall be graded and seeded, sodded, or landscaped between the lot lines and from the Ramp to the building face in a manner that produces an acceptable lawn or landscaped area with exception of the areas which are required for Ramps, driveways, roadways, walkways, or Vehicle parking areas.



Different setbacks may be required based on a number of factors such as: lot size, shape, or configuration; Improvement use; Aircraft Design Group; location on the Airport; and, adjacent or surrounding land and/or Improvements.

### **3.21. Signage**

Signage shall conform to applicable codes, ordinances, and Legal Requirements and be uniform and the graphics shall (a) balance identification with image; (b) communicate information in a straightforward and aesthetically pleasing manner; and (c) be compatible with surrounding Improvements, the natural environment, and the overall character of a lot. Directional signage shall improve and/or enhance the safety, security, and efficiency of Aircraft, Vehicle, and pedestrian movement.

A signage plan shall be submitted with the Development Plan and approved in writing by the City prior to installation of signage.

**General** – All existing signs, on the date of adoption of these Development Standards, are considered approved by the City if the signs do not create a hazard to Airport, Aircraft or Vehicle operations, and/or pedestrians and if the signs comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, and comply with Chapter 1296 of City Ordinances.

- No signs shall be located closer than three feet to any lot line.
- Directional signs can be used to give directions or provide special instructions to the operators of Aircraft or Vehicles or to pedestrians.
- Identification signs are restricted to conveying the names of Lessees (Sublessee, if applicable). All signs must be located on the Leased Premises unless authorized in writing by the City.

**Business Signs** – Fixed Base Operators (FBOs) and Specialized Aviation Service Operators (SASOs), by virtue of the activities of these Operators, shall be permitted to advertise: (a) the name of the business, (b) the brand of Fuel sold, and/or (c) Aircraft service center, dealership, or manufacturer affiliations. These signs may be double faced. FBOs and SASOs shall obtain written approval of the City prior to making any changes, additions, and/or deletions to business signs. The City shall review written requests on an individual basis.

Individual businesses other than FBOs who deal primarily with Transient Aircraft and/or infrequent visitors to the Airport may have an identification sign on the sides of the building(s) occupied by the business or a free-standing sign located in the landscaped areas between the Aircraft and Vehicle parking and the building occupied. Signs may be internally or externally lit, but in no case shall the lighting interfere with Airport, Aircraft, or Vehicle operations.



Lessees (Sublessee, if applicable) may have an identification sign located in the landscaped area between the Vehicle parking area and the building. Decorative logos may also be included in the entrance way(s) to the building.

Lessees (Sublessee, if applicable) utilizing an entrance other than the main entrance to a building may place a business identification sign on or adjacent to the entrance door.

Lessees (Sublessee, if applicable) who lease an office or Hangar may place a business identification sign on the door, adjacent to the door in the entrance way, on the closest window, or on the wall between the window and the entrance way. The size and shape of the sign shall be determined at the time of request.

**Directory Signs** – Directory signs shall be located inside the main entrance door and shall complement the materials and colors used inside the building.

**Vehicle Parking Signs** – Individual, visitor, and handicap spaces shall be identified by a standard sign and the top of the sign shall not to exceed six feet above ground level.

No Vehicle parking zones shall be denoted by a red painted curb with the words “No Parking” in white lettering.

**Address Signs** – Individual address signs shall consist of street numbers and street names and be located in close proximity to the main entrance of the building. The color of the street numbers and street names shall contrast with the background color of the sign and be a minimum of four to a maximum of seven inches in height.

**Temporary Signage** – Temporary signage shall be approved in writing by the City prior to installation. Applicants shall provide a sketch or rendering of the sign, identify the sign on a location map, and identify the desired length of time for the signage to be in place.

**Project Identification Signs** – Project identification signs may be installed during construction and for a period of up to 30 calendar days following issuance of the CO. Signage is limited to the side of the construction office plus one free-standing sign not exceeding four feet by eight feet and six feet above ground level. Signs may include leasing or rental information.

**Miscellaneous Signs** – Miscellaneous signage, not included in these Development Standards, shall be approved in writing by the City prior to installation.

**Vacated Property** – Signs pertaining to activities or occupants no longer using or occupying the Leased Premises shall be removed within 30 calendar days from the date the activity is discontinued or the occupant vacates the Leased Premises. If signs are not removed within 30 calendar days, the City may remove and dispose of signs at the sole risk, cost, and expense of the Lessee (Sublessee, if applicable).



**Prohibited Signs** – Any illuminated sign not intended for navigation that is visible from the airfield:

- moving or flashing signs or lights;
- rooftop signs;
- electronic message boards used for advertising; and
- any sign advertising employment opportunities.

### **3.22. Buildings**

Buildings shall be masonry, concrete, or steel frame load bearing construction.

### **3.23. Utilities**

A utilities plan identifying all utilities shall be submitted with the Development Plan and approved in writing by the City prior to construction. All utility improvements shall meet the requirements of the Agencies having jurisdiction and all applicable Legal Requirements.

Lessee (Sublessee, if applicable) is responsible for the maintenance and repair of all utility lines to the site and for keeping all shutoffs readily accessible and fully functional. Lessee shall preserve existing utility easements and recognize that the potential exists to change existing easements and/or add future easements.

No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained on any lot (outside of any building) above the surface of the ground with exception of hoses, movable pipes for irrigation, or transformers used during construction.

- Transformers shall be co-located with utility meters and screened with landscaping and setback at a safe distance.

Utility costs and expenses for any equipment (including meters) and services (including temporary service) for the Leased Premises shall be the sole responsibility of Lessee (Sublessee, if applicable) from the date of Notice to Proceed with construction.

- Extension of utilities to proposed facilities shall be the sole responsibility of Lessee (Sublessee, if applicable).
- Lessee (Sublessee, if applicable) or contractor shall be responsible for returning any areas disturbed by excavation and installation of any utilities or related equipment to the condition before construction.

### **3.24. Vehicle Parking**

A Vehicle parking area plan describing the Vehicle parking layout shall be submitted with the Development Plan and approved in writing by the City prior to construction.

All Vehicle parking areas shall be Paved with a weight bearing capacity that accommodates anticipated usage and the heaviest expected load.



**Number of Vehicle Parking Spaces** – Vehicle parking areas shall be able to accommodate the Vehicles of all users of all Improvements and comply with the Minimum Standards.

- One Vehicle parking space per 250 square feet of building area which is used by employees including leaseable office area whether or not such area is leased.
- One Vehicle parking space per 500 square feet of building area which is used by customers.
- One Vehicle parking space per 1,000 square feet up to 20,000 square feet of building area which is used for Aircraft storage and/or maintenance. One Vehicle parking space per 2,000 square feet of building area in excess of 20,000 square feet.
- One handicapped space is required for every 25 spaces and one of every 8 handicapped accessible parking spaces, but always at least one, must be “van-accessible”.

**Other** – At a minimum, landscaping islands shall be provided at intervals of 15 Vehicle parking spaces.

- A poured-in-place concrete curb shall be provided at the perimeter of planted areas to prevent vehicular intrusion. Curbs shall be continuous.
- An access driveway (20 feet wide minimum or as required by fire code, whichever is greater) shall be provided and maintained between each Vehicle parking area.
- All Vehicle parking spaces shall be a minimum of 9 feet wide by 20 feet long.
- All Vehicle parking spaces shall be designated by painted lines or other approved methods.
- The perimeter of Vehicle parking areas shall have concrete curb and gutter.



### 4. PROCEDURES FOR APPROVAL

#### 4.1. *Pre-Submittal Meeting*

Applicants are required to schedule a pre-submittal meeting with the Transportation Director. This meeting shall provide the Applicant with the opportunity to discuss available land, designated land uses, and the proposed design and development concept. This meeting also provides the opportunity for the Applicant to obtain general comments regarding the feasibility of the proposed design and development concept and identify any potential issues, problems, or challenges associated with the concept.

#### 4.2. *Concept Plan*

Following the pre-submittal meeting, the completed General Aviation Operator and Lessee Application (Application) and five copies of the Concept Plan shall be submitted to the City/Transportation Director. The City shall review the Concept Plan and the Application and address all preliminary questions or concerns with the Applicant within 30 calendar days of receipt. At a minimum, the Concept Plan shall include the following information:

- name of the proposed development (project name);
- vicinity map with scale (1" = 2,000 feet preferred), north arrow facing the top of the page, and date of preparation;
- location and legal description of the lot;
- location and proposed uses of Improvement areas to include estimated dimensions and square footages;
- location and dimensions of required setbacks;
- number and location of Vehicle parking areas based on building square footage estimates;
- designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc.;
- fencing and security gates;
- topographic map depicting existing and proposed contours;
- preliminary utilities plan depicting existing and proposed location of all utilities;
- internal site circulation and designation of public and private streets;
- designated open space;
- proposed schedule for completion of the Development Plan.

The Applicant shall be required to meet with the City to present and discuss the Concept Plan.

#### 4.3. *Agreement*

Following approval in writing of the Concept Plan by the City, the parties shall negotiate an Agreement, consistent with the City's Leasing/Rents and Fees Policy for the Airport. If a Sublessee of an existing Lessee is making the development, prior written approval shall be obtained from the City. **Under no circumstances shall construction begin before an Agreement is executed.**



### **4.4. Development Plan**

Following the approval of the Agreement by the Transportation Director, the Development Plan shall be submitted to the City within 60 calendar days. The Development Plan shall be a complete set of plans and specifications that fully define the proposed land use including identifying the location of all existing and proposed Improvements and signage, the maximum height of proposed Improvements, and the proposed minimum building setbacks. The Development Plan shall address the function, right(s)-of-way, and widths of roadways within and adjacent to the site. The Development Plan shall identify the location, type, and extent of access to/from Airport roadways and the necessary traffic controls (if any) for each of the development's access points.

To be considered complete by the City, the Development Plan shall include the following items. The City will not accept incomplete submittals. One original and four copies of the Development Plan shall be organized into five self-contained packets.

**Letter of Intent** – This letter shall describe the proposed development and convey the anticipated construction schedule for the proposed development.

**Letter from Water and Sewer Providers** – Based on written notification to the providers from the Applicant of the intent to develop the site which includes an estimated total number of gallons per day of water requirements and an estimated number of gallons per day of sewage to be treated, both based on total building square footage and use, letters from the proposed water and sewer providers shall include proof that the provider has the ability to fully serve the development according to the requirements identified by the Applicant.

In the case of a proposal for utilization of individual wells and/or septic tanks, the Development Plan shall clearly state that wells are proposed. The City will refer the entire submittal to the appropriate Agency having jurisdiction to obtain an opinion on the adequacy of the proposal.

**Letter from Fire District** – This letter shall identify the impacts of the proposed development on the district (in general) and the district's capabilities of servicing the proposed development (in particular).

**Traffic Impact Study** – This letter shall identify the impact of the proposed development on traffic. If the proposed development will have little or no traffic impact, the Development Plan shall clearly state this finding.

**Phase III Drainage Report** – The Phase III Drainage Report shall address the site area only and identify the potential impact of the proposed development on local and regional facilities.

All parcels located within the areas served by a local or regional retention and/or detention pond will be subject to a pro rata fee for construction and maintenance of the retention and/or detention facility.



**Rolled Prints of Development Plan** – See “Plan Map Requirements” (discussed in Section 4.4 of these Development Standards).

**Rolled Construction Drawings** – See “Construction Drawing Requirements” (discussed in Section 4.4 of these Development Standards).

**Engineer Stamp** – All plans and drawings shall be stamped by an engineer certified or licensed in the State of the Michigan.

**Michigan Environmental Regulations** – An appropriate document demonstrating full compliance with Michigan’s Department of Environmental Quality’s Natural Resources and Environmental Protection Act shall be provided.

**Waiver Request Letter** – This letter, which requests a waiver to the submittal process shall identify each item for which a waiver is requested and provide detailed justification for the request. This is a separate letter and it shall not be combined with or substituted for the Letter of Intent.

**Review Fee** – Checks shall be made payable to City of Battle Creek for the total amount of fees required as stipulated in the City’s General Aviation Rents and Fees Schedule for the Airport.

**Agreement** – Copy of executed Agreement

**Completed FAA Form 7460-1** – Notice of Proposed Construction or Alteration.

The Development Plan shall be provided in a 24” by 36” format and shall contain the following drawings.

### **Plan Map Requirements**

**Cover** – Project name, vicinity map with scale (1” = 2,000’ preferred) with north arrow facing the top of page, date of drawing, and identification of the major roadway system within one mile of the proposed site.

**Land Use/Site Plan** – Identification of existing and proposed Improvements, architectural features, setbacks, Vehicle parking areas and ratios, curb cuts, Aircraft parking areas, land and Improvement use with square footages, distances between buildings, maximum building heights, existing and proposed right(s)-of-way widths for all existing and proposed internal and external roadways, existing and proposed public and/or private roadways and conceptual points of access to adjacent and/or external roadways, unobstructed open space, utility locations, and fencing, gates, and buffers.

**Landscaping and Irrigation Plan** – Location, dimensions and detailed description of fences, walls, walkways, driveways, plazas, decks, planters, screens, construction materials used, plant materials and any other landscaping features as well as grassed areas (include type), slope stabilization, berms and mounds, grading, planting schedule, lighting and signage.



**Grading Plan** – Existing contours (solid) to 100 feet outside property line or the distance that is necessary depending on the property grade; proposed contours (dashed) tied to existing contours; finish floor elevations; building heights, drainage and storm retention and detention facilities.

**Erosion Control Plan**

**Lighting Plan**

**Signage Plan** – Graphic layout, size, location, color, materials, and construction details.

**Elevations** – Referenced to the Airport benchmark with lot corners located using the Airport's station/offset system.

**Owner of Record signature block**

**Signature and stamp block for engineer**

### **Construction Drawing Requirements**

The final construction drawings shall be provided in 24" x 36" format and shall contain the following.

**Elevations and Sections** – Building heights, materials, colors, finishes, sign locations and dimensions, and all antennae, satellite dishes, and similar equipment.

**Floor Plans** – Names, dimensions, and depiction of all areas and rooms and roof plan.

All plans shall be subject to review and approval by the Agencies having jurisdiction.

The City may impose any condition or requirement deemed necessary to protect the safety, security, health, and welfare of the public; to prevent a nuisance or hazard to Property; and, to ensure the proper and timely completion of the development project.

The City, in its sole discretion shall, with or without conditions (or contingencies), approve the submittal, deny the submittal, or defer action on the submittal pending completion of revisions.

Following approval of the Development Plan and prior to applying for a building permit, the Applicant shall deliver to the City the following:

- One complete set of final construction drawings, signed by an architect or engineer certified or licensed in the State of Michigan, and
- One complete as-built plan map set following completion of the project.



### **4.5. Requirements of the Federal Aviation Administration**

**Non-Aeronautical Uses** – FAA approval shall be obtained for any project involving non-aeronautical uses.

**Possible Obstructions in the Navigable Airspace** – 14 CFR Part 77 establishes the maximum allowable heights of objects on or in the vicinity of Airport. These regulations define “imaginary surfaces” which, if penetrated by an object, would be considered an obstruction. Any planned development that would penetrate these imaginary surfaces would, most likely, not be approved by the FAA in which case, it is unlikely that the City would approve the project as well.

**Notice of Proposed Construction or Alteration** – Once the Development Plan has the support of the City and once FAA Form 7460-1, Notice of Proposed Construction or Alteration has been completed by the Applicant, the City will submit the form to the FAA.

- FAA Form 7460-1, Notice of Proposed Construction or Alteration is the official notification to the FAA of the proposed construction or alteration.
- The Applicant shall complete FAA Form 7460-1, Notice of Proposed Construction or Alteration, and provide any additional or supplemental information requested by the FAA or the City to facilitate the approval process.



### 5. CONSTRUCTION PHASE

#### 5.1. *Pre-Construction Meeting*

Prior to initiating construction, the City shall arrange a pre-construction meeting with the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities involved with the development at the Airport to review the City's safety, security, efficiency, operational, and coordination requirements including any limitations, restrictions, and/or prohibitions relating to same.

#### 5.2. *Permits, Licenses, Inspections, and Certifications*

Lessees (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entity involved with the development shall obtain and incur the expense of all required permits, licenses, inspections, certifications, and approvals/authorizations associated with the development.

**No construction shall be undertaken without first receiving a building permit.**

#### 5.3. *Bonds*

**Contractor Construction Bond** – Prior to the issuance of notice to proceed, Lessee's (Sublessee's, if applicable) contractor shall deliver to the City and shall maintain in full force and effect throughout the entire construction period a contractor construction bond and a labor and material payment bond, each in a sum not less than 100% of the construction contract amount. These bonds shall guarantee prompt and faithful payment by contractor to all persons supplying labor, materials, sustenance, provisions, supplies, rental machinery, tools, and equipment used directly or indirectly by the contractor, subcontractors, vendors, and suppliers in the prosecution of the work provided for in the construction contract and shall indemnify, hold harmless, protect, and defend the City from any liability, loss, or damage associated with the project. These bonds shall name the Lessee (Sublessee, if applicable) as the obligee with the City being named on the dual obligee rider.

**Tenant Payment Bond** – Prior to the issuance of notice to proceed, the Lessee (Sublessee, if applicable) shall provide the City with a tenant payment bond in a sum not less than 100% of the construction contract amount. The tenant payment bond shall guarantee prompt and faithful payment to the contractor by the Lessee (Sublessee, if applicable) for the work performed by the contractor under the construction contract.

**Surety Company's Financial Rating Requirement** – All bonds shall be issued by a surety company certified or licensed to transact business in the State of Michigan and satisfactory to the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney shall be attached to the bond.

The surety company shall have a Best rating of A or better or be approved in advance and in writing by the City.



### 5.4. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth herein and as may be required by Legal Requirements. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Michigan with a Best rating of A or better or be approved in advance and in writing by the City.

**Commercial General Liability** – Coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and Property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form Property damage, products/completed operations, explosion, collapse, underground, broad form blanket contractual, and \$100,000 fire legal liability.

**Commercial or Business Automobile Liability** – Coverage in the minimum amount of \$1,000,000 CSL bodily injury and Property damage for all Vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired Vehicles.

**Personal Vehicle Liability** – Coverage in the amounts of \$250,000 per person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each Vehicle to be operated in association with the contract that is not insured under Commercial Vehicle Liability.

**Workers' Compensation (WC)** – Coverage, in full compliance with Michigan's statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of \$1,000,000.

**Professional Liability (Errors and Omissions) Engineers and Architects** – Coverage in the minimum amount of \$500,000 each occurrence and \$1,000,000 aggregate.

**Property Coverage** – Course of Construction (Builder's Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction, against all perils including flood until the project is completed and accepted by the City. Should the work being constructed be damaged by fire or any other causes during construction, contractor shall replace it in accordance with the requirements of the plans and specifications without additional cost or expense to the City.

All insurance required will be primary coverage and any insurance or self-insurance maintained by the City shall be excess of contractor's insurance coverage and shall not contribute to it.

The City shall be notified immediately if any aggregate insurance limit is exceeded. Additional coverage shall be purchased to meet requirements.



All insurance, which contractor is required to carry and keep in full force and effect, shall name the City and the Battle Creek City Commission (Commission), individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Contractor agrees to waive all rights of subrogation against the City and the Commission, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers for losses arising directly or indirectly from the activities and/or work performed by contractor (applies only to Commercial General Liability and Workers' Compensation).

Policies shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to the City.

Contractor agrees to provide the City with the following insurance documents before the start of construction:

- certificates of insurance for all required coverages;
- additional insured endorsements;
- waiver of subrogation endorsements (e.g., waiver of transfer rights of recovery against others, waiver of our right to recover from others, etc.); and
- 60 calendar days notice cancellation clause endorsements.

It is the responsibility of the contractor to ensure that any and all subcontractors comply with all terms and conditions of the insurance provisions stipulated herein.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under the law.

**Claims Made Insurance** – If the Professional Liability coverage is “claims made”, contractor shall, for a period of three years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage).

**Contamination and Pollution** – Contractor, at its own cost and expense, shall provide clean-up of the site, any other Property, or any natural resources that are contaminated or polluted as a result of contractor’s activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the contractor shall be borne entirely by the contractor.



**5.5. *Clean-Up During Construction***

The construction site and other associated areas shall be kept free of accumulated waste materials, dirt, and surplus materials. Waste materials, dirt, and surplus materials shall not be permitted to (a) create a safety, security, health, or welfare hazard to persons; (b) harm Property; (c) interfere with any activity normally occurring on the Airport; and (d) shall be disposed of in a prompt and appropriate manner, consistent with best practices. Barriers shall be used to ensure debris does not leave the construction area.

- The construction site shall be maintained in a clean, neat, orderly, safe, secure, efficient, and functional condition, consistent with best practices.
- Failure to properly maintain the construction site may result in the City conducting or contracting the clean-up at the Lessee's (Sublessee, if applicable) or contractor's sole risk, cost, and expense.
- This is not to be construed as a duty or obligation of the City to provide or arrange for such clean up services.

**5.6. *Damages During Construction***

Lessee (Sublessee, if applicable) shall be fully responsible for and shall replace, or in the City's sole discretion, shall reimburse the City for all damages to land, Improvements, Vehicles, Aircraft, equipment, tools, and any other Property and related appurtenances at the Airport caused by Lessee (Sublessee, if applicable) or its employees, agents, customers, visitors, vendors, contractors, and suppliers.

**5.7. *Erosion Prevention During Construction***

To prevent loss of soil by water and wind erosion and to minimize the generation of dust, best practices combinations of the following approaches shall be used during construction.

- Only the smallest possible area of cleared land shall be exposed.
- Provisions shall be made to effectively accommodate increased runoff caused by changes to soil and/or surface conditions.
- Permanent surfacing and landscaping shall be installed as soon as practical.
- Temporary mulching shall be used for imported fill that may be subject to erosion.
- Cleared land shall be watered down at frequent intervals to minimize the creation of dust.

**5.8. *Inspections***

The City or its designated representative may observe the activities and/or inspect the work being performed by the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development to determine whether or not the requirements of the approved plans,



specifications, drawings, and related documents (as submitted in the Development Plan and approved by the City) are being met (and the work is being accomplished) in a safe, secure, efficient, and prompt manner and in accordance with the Airport's operational and coordination requirements.

- This would include, but not be limited to, construction methods, techniques, processes, and procedures; materials and finishes; Vehicles, equipment, and tools; and, personnel.

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development shall provide these inspectors and any other inspectors from Agencies having jurisdiction with unlimited access and provide the means for accessing any area of the construction site. Such inspections shall not relieve the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development of any responsibilities, obligations, and/or other requirements.

### **5.9. Protection of Property and Work in Progress**

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities associated with the development shall take all reasonable precautions to protect and ensure the safety, security, health, and welfare of persons on or near the construction site and shall take all reasonable measures to prevent injury to persons or damage to Property on or near the construction site including:

- all work and materials, Vehicles, equipment, tools, fixtures, and furnishings at the site, whether in storage on or off the site, under the care, custody, or control of the contractor, subcontractors, or any other entities associated with the development; and
- all other Property at the site or adjacent to the site, including, but not limited to, lawns, vegetation, pavements, walkways, roadways, driveways, buildings, and utilities not designated for removal, relocation, or replacement.

### **5.10. As-Build Drawings**

Within 30 calendar days of project completion, the Applicant shall submit reproducible as-build 11" x 17" CAD drawings, CAD file, and PDF file of all Improvements including existing and constructed underground utilities. Vertical and horizontal locations shall be referenced to the Airport's benchmark using the station/offset system. The as-build drawings shall be signed by an engineer or land surveyor certified or licensed in the State of Michigan.