

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



AIRPORT COMMITTEE MEETING AGENDA
CITY OF ONTARIO OREGON
March 4, 2024 - 6:00 PM
Ontario City Hall
[Zoom Link](#)

Committee Members: Rick Todd _____ Bill Hager _____ John Freeburg _____ Gary Taylor _____
Shawn Coleman _____ Michael Franks _____ Dan Beaubien _____
Alternate: Jim Beaumont _____

Ex Officio Members: John Kirby (City Council) _____ Dan Cummings (City Manager) _____

Airport Manager/Staff: Andy Wood _____

FBO: Silverhawk _____

- I. Public Comment
- II. Approval of Agenda
- III. Approval of Minutes
 - a. 2-05-2024 Airport Committee Minutes
- IV. Old Business
 - a. NSTOL Agreement
 - b. 2024 - 2025 Budget
- V. New Business
 - a. Rotary Aircraft Hot Fueling Policy Section 7
 - b. Airport Manual Rules and Regulations
 - c. Private Hangar Lease Agreement
- VI. Committee Member Comments
- VII. Adjournment



ONTARIO
OREGON

"The Gateway to Adventure"

Ontario Municipal Airport

444 SW 4th Street | Ontario, OR 97914

P: (541) 709-7651 | F: (541) 889-7121

andy.wood@ontariooregon.org

Airport Committee Meeting Minutes

February 5, 2024

The committee meeting was called to order by Chairman Shawn Coleman at 6:05 pm.

Committee members present were John Freeburg, Shawn Coleman, Rick Todd, Mike Franks, Jim Beaumont and Dan Beaubien. Those absent were Bill Hagar and Gary Taylor.

Ex Officio members: John Kirby-Airport committee liaison and Dan Cummings-City Manager.

Airport Manager: Andy Wood.

Public attendees: Pete Morgan and Dan Cannon - BLM

Public comment: None

Approval of the agenda: Dan moved and Rick seconded to adopt the agenda as amended. Roll call vote: John-yes, Shawn- yes, Rick-yes, Mike-yes, Jim-yes and Dan -yes. Bill -out and Gary -out. Motion carried 6/0/2.

Approval of the minutes: Rick moved and John seconded to adopt the airport committee minutes from 1/2/2024 as amended. Roll call vote: John-yes, Shawn-yes, Rick-yes, Mike-yes, Jim-yes and Dan-yes. Bill-out and Gary-out. Motion carried 6/0/2.

Old Business: Dan Beaubien read a concise rendition of the airport committee meeting rules from the handout provided to all members in their packet that was set forth by the city of Ontario. This gave an overview of committee member responsibilities as well as descriptions of each elected office position.

Chairman Shawn opened the floor for nominations for the position of chairman. Jim nominated Dan. Dan accepted the nomination. Rick moved that the nominations be closed and Mike seconded. Roll call vote: John-yes, Shawn- yes, Rick- yes, Mike-yes, Jim-yes and Dan-yes. Bill-out and Gary-out. Motion carried 6/0/2. Shawn then asked for a roll call vote for Dan as chairman. Roll call vote: John-yes, Shawn-yes, Rick-yes, Jim-yes, Mike-yes, Dan-yes. Bill-out and Gary-out. Dan elected chairman. 6/0/2

Dan continued with the meeting thanking Shawn for his commitment as chairman during the past year. Nominations were opened for vice chairman. Shawn nominated Rick and John nominated Mike. Rick accepted the nomination and Mike declined the nomination. John moved to close the nominations and Shawn seconded. Roll call vote: John-yes, Shawn-yes, Rick-yes, Mike-yes, Jim- yes and Dan-yes. Bill-out and Gary-out. Dan asked for a roll call vote for Rick as vice



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chairman. Roll call vote: John-yes, Shawn-yes, Rick-yes, Jim-yes, Mike-yes, Dan-yes. Bill-out and Gary-out. Rick elected vice chairman. 6/0/2.

Dan then opened the nominations for secretary. Dan nominated Mike. Shawn moved to close the nominations and Jim seconded. Roll call vote: John-yes, Shawn-yes, Rick-yes, Jim-yes, Mike-yes, Dan-yes. Bill-out and Gary-out. Motion carried 6/0/2. Roll call vote for Mike as secretary: John-yes, Shawn-yes, Rick-yes, Mike-yes, Jim-yes and Dan-yes. Bill-out and Gary-out. Mike elected secretary 6/0/2.

The 2024 budget status review was presented by Andy who shared the tallied results of committee member rankings. Andy will share this with the city and budget committee next month.

New Business: Andy gave a presentation of the upcoming Short Take Off and Landing (STOL) competition at Ontario airport (ONO) September 5-7, 2024. He asked that we review the contract that was included in our packet. Rick moved and John seconded that we embrace the concept of the STOL competition at ONO and send the contract to the city for their review. Roll call vote: John-yes, Shawn-yes, Rick-yes, Mike-yes, Jim-yes and Dan-yes. Bill-out and Gary-out. Motion carried 6/0/2.

Andy shared the handout on the apron expansion independent fee. He explained the requirement for this process as Federal Aviation Administration (FAA) dollars are being spent on the project. Andy will take this fee estimate to the city.

Committee member comments: Shawn asked about the blades used for snow removal at the airport stating that steel carbide blades would damage the new paint and top coating done recently. Dan Cummings said he would look into the various blade used by Jacobs on their snow plow, backhoe and loader.

John commended Andy for his efforts he put into the airport and events at the airport.

Dan Beaubien thanked everyone for attending and asked for a motion to adjourn as there was no further business. Shawn moved to adjourn and John seconded. Roll call vote: John-yes, Shawn-yes, Rick-yes, Mike-yes, Jim-yes and Dan-yes. Bill -out and Gary-out. Motion carried 6/0/2.

The meeting was adjourned at 7:35 pm.

Next meeting: Monday March 4, 2024, at 6 pm at Ontario City Hall.

Dan Beaubien - Chairman

Mike Franks - Secretary



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AGENDA REPORT
OLD BUSINESS
March 4, 2024

To: Airport Committee

FROM:

SUBJECT: NSTOL AGREEMENT

DATE: February 26, 2024

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
OLD BUSINESS
March 4, 2024

To: Airport Committee

FROM:

SUBJECT: 2024 - 2025 BUDGET

DATE: February 26, 2024

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
NEW BUSINESS
March 4, 2024

To: Airport Committee

FROM: Andy Wood, Airport Manager

SUBJECT: **ROTARY AIRCRAFT HOT FUELING POLICY SECTION 7**

DATE: February 26, 2024

PROPOSED MOTION:

I MOVE THE AIRPORT COMMITTEE TO APPROVE A RECOMMENDATION TO THE CITY COUNCIL FOR REVISION AND UPDATE OF THE AIRPORT MANUAL RULES AND REGULATIONS SECTION 7.

SUMMARY:

The Ontario Airport Advisory Committee requests the approval to advise the City Council to update the Airport Manual Rules and Regulations Section 7.

BACKGROUND:

FAA SAFO 10020 to request the Airport Committee to review Airport Manual Section 7.2.a for clarifications on fueling operations for fixed-wing aircraft and rotary aircraft. There has been a small increase in helicopter activity at the airport. Operators have expressed concerns over the number of engine cycles for refueling purposes. There may be some options to review to better meet the operational demands of Rotary aircraft using Jet A fuel.

CURRENT SITUATION:

Ontario Municipal Airport has one fuel station for both fixed wing and rotary aircraft.

ANALYSIS:

- A. **STRATEGIC PLAN** None
- B. **FINANCIAL** An increase in Jet A fuel sales.
- C. **TIMING** None
- D. **POLICY/LEGAL** None

ALTERNATIVES:

Retain current policy and procedures.

RECOMMENDATION:

Staff recommends the Airport Committee approve a recommendation to the City Council to approve the revision and update of the Airport Manual Rules and Regulations Section 7.

ATTACHMENTS:

1. Ontario Municipal Airport Rules & Regulation - Section 7
2. SAFO10020

- a. No motor vehicle shall be parked on any part of the AOA except authorized trucks and other vehicles necessary for the servicing and maintenance of aircraft and transportation of passengers on the Airport.
- b. No person shall park a vehicle so that it blocks or obstructs: fire hydrants, gates, emergency exits, and building entrances or exits.
- c. Aircraft taxiing on any runway, taxiway, or apron area shall always have the right-of-way over any vehicular traffic.

6.5 Reserved and Public Parking

Public Parking

- a. Operators of motor vehicles using public parking facilities at the Airport shall abide by all regulatory signs and markings.
- b. No vehicle shall remain in the public parking facility for more than (30) consecutive days without the permission of the Authority.
- c. Reserved Parking

No person shall park any vehicle in any reserved parking area on the Airport without a valid permit issued by the Airport Authority permitting parking in such specified areas.

SECTION 7 – FIRE, SAFETY, AND HAZARDOUS CARGO

7.1 General

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property.

7.2 Fueling Operations

- a. No aircraft shall be fueled or de-fueled while one or more of the engines are running, or the aircraft is then being warmed by external heat, or while such aircraft is in a hangar or enclosed space.
- b. No person shall start the engine of an aircraft if there is any gasoline or other volatile fluid on the ground or otherwise when starting the engine could ignite such fuel.
- c. All aviation fuels and oils for sale on Airport property shall be dispensed only by the Airport Authority or FBO Operator. No fuel shall be stored by any persons without the permission of the Airport Authority while on Airport property.
- d. Aircraft being fueled shall be positioned no closer than (10) feet from any hangar or building. Fuel trucks whether loaded or empty shall never be in hangars, nor be parked less than (10) feet from any hangar or building.
- e. No fuel, grease, oil, or flammable liquids shall be allowed to flow in any Airport sanitary or storm drain system. Any person(s) involved in a spillage of fuel shall be held responsible for expeditious

notification to the Airport Manager and will be held responsible for immediate clean-up of the affected area. In the event of a fuel spillage, no vehicles shall be moved or operated in the vicinity of the spill until the spillage is removed.

- f. No person is permitted to fuel or de-fuel an aircraft while passengers are on board.
- g. No person shall park motorized ground equipment near any aircraft that prevents it or the aircraft from being driven or towed away in case of an emergency.
- h. Prior to making a fueling connection to the Aircraft, the fueling equipment shall be physically bonded or grounded to the aircraft being fueled by use of a cable, thus providing a conductive path to equalize the electric potential between the fueling equipment and the aircraft.
- i. All hoses and funnels used in fueling and de-fueling operations shall be equipped with a bonding/grounding device to prevent ignition of volatile liquids.
- j. When a fire occurs in a fuel delivery device while servicing an aircraft, fueling shall be stopped immediately and all emergency valves shall be shut off. Then notify 911 and the Airport Manager immediately.

7.3 Authority to Dispense Aviation Fuel

Only those individuals who have been authorized by the Airport Manager or Authority may dispense fuel into any aircraft at the airport operated by the Authority.

7.4 Fuel Farm Installations and Fuel Transporting Vehicles

Fuel Farm Installations

- a. All fuel farm installation shall conform to the appropriate National Fire Protection Association Standards, City/County Fire Codes, Federal, State, and local laws. There shall always be NO SMOKING within (100) feet of the fuel farm installation.
- b. Fuel installations shall always be kept-up and maintained removing all debris in order to prevent FOD.
- c. Fire extinguishers shall always be maintained in an accessible position, and in an operable condition with an un-expired certification date.
- d. No fuel or fuel-transporting vehicle shall be left unattended during loading or unloading of fuel at a fuel farm.

Fuel Transporting Vehicles

Each fuel transporting vehicle will be labelled on both sides and rear of the cargo tank with the word "FLAMMABLE," "NO SMOKING," and "FUEL TYPE."

7.5 Smoking

Smoking or carrying lighted smoking materials or striking matches or other devices is only permitted in designated smoking areas.

7.6 Storage of Materials and Hazardous Materials

Storage of Materials

1. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with the applicable City and/or County Codes. Buildings shall be provided with fire-suppressant devices and first-aid equipment as required.
2. No person shall keep, transport, or store any lubricating oils on the Airport except in specified containers or receptacles and regulated amounts.
3. All hazardous waste shall be disposed of in accordance with applicable regulations.

Transport of Hazardous Materials

- a. No person shall handle, transport or store any cargo containing explosive materials without the permission of the Airport Authority.
- b. No person may accept any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with the current provisions of the Federal Regulations.
- c. Any person transporting hazardous articles shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments.

7.7 Aprons, Buildings, and Equipment

All persons on the Airport shall keep all areas of the premises leased or used by them clean and free of oil, grease and other flammable material. The floors of hangars shall be kept clean, free from waste materials or other trash or rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care. Any person using a facility or building of the Airport shall exercise cleanliness and caution. No person shall use flammable substances for cleaning hangars or other buildings on the Airport.

7.8 Fire Extinguishers

Fire extinguishing equipment at the Airport shall be checked regularly to avoid tampering. Fire extinguishers shall not be tampered with at any time, nor used for any purpose other than fire fighting or fire prevention. All equipment shall be maintained in accordance with current NFPA Standards. Tags showing the last inspection shall be attached to each unit. All tenants or lessees or any other occupants of hangars on the Airport shall supply and maintain an adequate number of readily accessible fire extinguishers.

7.9 Aircraft Suspected of Carrying Explosives

- a. Persons having knowledge of an aircraft carrying or suspected of carrying explosive materials will advise the Airport Manager and FBO (if in radio contact). The Airport Manager will notify the FBO ASAP.

- b. All passengers will be escorted off the aircraft onto the outer extremities of the AOA. The aircraft will then be parked at a location specified by the Airport Manager and or FBO, until the aircraft is determined safe.

7.10 Inspection of Possible Hazardous Aircraft

Inspection of the aircraft and subsequent declaration of safety or contamination shall be the responsibility of the aircraft owner or his authorized agent, and shall be accomplished immediately after parking and evacuation.

SECTION 8 - CHARGES

8.1 Commercial Operations

- a. No aircraft organization or person shall engage in any commercial operation of any type at the Airport unless prior permission is obtained from, and assessed fees paid to the Airport Authority. Permission and fees are in effect for each and every visit with the fee being set by the Airport Authority.
- b. The Airport Authority may enter into separate contracts with any commercial operation on the Ontario Municipal Airport.
- c. The Airport Authority may adopt a fee schedule to be applied for ramp operations by any commercial operator not having a contract with the Airport Authority, such fee schedule shall be placed at the Airport FBO Building and at the Office or at the office of the Airport Manager. Commercial operators shall pay a ramp fee for each ramp operation at the Airport or as per their contract.
- d. Private or business (non-commercial) ramp fees shall be posted on the Airport's schedule of fees. At the discretion of the Airport Manager fees are subject to change based on the weight of the aircraft.
- e. The Airport Authority may grant written permission for a specific commercial operator to enter the Airport for the purpose of repairing or maintaining an aircraft or equipment which is beyond the capability of any Fixed Based Operator located on the Airport. Capability of the A&P, IA as defined in FAR 65.71 thru 65.95. This privilege will be on a case-by-case basis and will require a separate agreement for each activity.
- f. Any permission granted by the Authority under this clause, will only be for a specific purpose and specific period.

8.2 Aircraft Servicing Fees

All charges owed to the Airport Authority for service performed, for Airport facilities used and for aircraft stored on a daily basis shall be paid before the aircraft is cleared from the Airport, unless credit arrangements have been made. The Airport Manager may detain any aircraft for non-payment of any charges due.

8.3 Ramp Fees

Landing fees for commercial aviation operations shall be payable to the Authority or its designated representatives immediately upon landing at the airport unless other arrangements have been made.



U.S. Department
of Transportation

**Federal Aviation
Administration**

SAFO

Safety Alert for Operators

SAFO 10020

DATE: 11/23/10

Flight Standards Service
Washington, DC

http://www.faa.gov/other_visit/aviation_industry/airline_operators/airline_safety/safo

A SAFO contains important safety information and may include recommended action. SAFO content should be especially valuable to air carriers in meeting their statutory duty to provide service with the highest possible degree of safety in the public interest. Besides the specific action recommended in a SAFO, an alternative action may be as effective in addressing the safety issue named in the SAFO.

Subject: 14 CFR, parts 91, 133, and 137 and hot fueling/loading

Purpose: This SAFO highlights current guidance and best-practices for Title 14 Code of Federal Regulations (14 CFR) parts 91, 133, and 137 operators that conduct fueling or chemical loading with the engines running (hot fueling/loading).

Background: On May 30, 2009, a Bell 47G-2 helicopter operating under part 137 was being refueled with the engine running (hot fueling) when the ground crew spilled fuel onto the engine while trying to untangle a kink in the hose. The helicopter quickly caught fire and the pilot sustained serious injuries as a result. Additionally, on September 9, 2008, a Bell 206-B helicopter, operating under part 137, sustained substantial damage while conducting hot fueling and chemical loading simultaneously. After fueling was complete, but with the chemical hose still attached, the ground crew mistakenly gave an "all clear" hand signal to the pilot. As the pilot ascended, the chemical hose caused the helicopter to pitch nose down and roll to the right, contacting the ground.

Recommended Action: Hot fueling/loading can be extremely hazardous and is not recommended except when absolutely necessary due to the nature of the operation. Operators who conduct hot fueling/loading should develop standard operating procedures (SOP) for flight and ground crew personnel. The operator's procedures should address the following guidelines:

- The Federal Aviation Administration (FAA) recommends that hot fueling be conducted only by aircraft utilizing JET A or JET A-1 fuel types. If strict operating procedures are not followed, hot fueling of aircraft utilizing AvGas can be extremely hazardous due to its low flash point. Aircraft being fueled while an engine is operating should have all potential ignition sources located above the fuel inlet port(s) and above fuel vent or tank openings. Sources of ignition include, but are not limited to: engines, exhausts, auxiliary power units (APU), and combustion-type cabin heater exhausts. In accordance with 14 Code of Federal Regulations (14 CFR) section 91.9, hot fueling is not permitted if the Airplane or Rotorcraft Flight Manual contains an associated operating limitation.
- An appropriately certificated and rated pilot should be at the flight controls during the entire hot fueling/loading process with controls appropriately adjusted to prevent aircraft movement. The pilot should unbuckle all restraints, and be prepared to immediately shut-down the engine and egress the

aircraft, if necessary. The pilot should not conduct any extraneous duties during hot fueling/loading. Other personnel should not be on-board the aircraft during hot fueling/loading.

- Only designated personnel, with proper training in hot fueling/loading operations, should operate fueling or chemical loading equipment. The operator's written procedures should include: precautions for safe handling of the fuel or chemical, emergency shutoff procedures, fire extinguisher use, hand signal use, and precautions regarding moving propeller and rotor blades.
- At least two ground personnel should be present during hot fueling/loading. One person conducts the fueling/loading, while the other stands by prepared to activate the fuel/chemical emergency shutoff and handle fire extinguishers if necessary. The aircraft should remain well clear of the fuel source, and at no time should the aircraft wing or helicopter blades extend over the fueling source
- Before fueling, the aircraft must be bonded to the fuel source to equalize static electricity between the fuel source and the aircraft. Grounding of the aircraft and/or fuel truck is no longer recommended because it does not prevent sparks at the fuel source, and the grounding cable may not be sufficient to discharge the electrical current.
- All doors, windows, and access points allowing entry to the interior of the aircraft that are adjacent to, or in the immediate vicinity of, the fuel inlet ports should be closed and should remain closed during fueling operations.
- Fuel should be dispensed into an open port only from approved deadman-type nozzles, with a flow rate not to exceed 10 gallons per minute (38 liters per minute). Close port pressure fueling ports are preferable because the potential for spillage is reduced.
- A fire extinguisher of an appropriate type and size for the fueling operation must be within easy reach of ground personnel at all times during hot fueling operations. Operators who conduct hot fueling should also equip the aircraft with a fire extinguisher in the cockpit, if possible.
- When fueling/loading is complete, the pilot must ensure that the seatbelt and shoulder harness are properly re-secured as necessary prior to any aircraft movement.
- Operators should include this SAFO in initial and recurrent training programs for pilots and ground personnel.

References:

- Aeronautical Information Manual (AIM) – Helicopter Rapid Refueling,
- AC 00-34A, *Aircraft Ground Handling and Servicing*,
- National Fire Prevention Association (NFPA) 407, *Standard for Aircraft Fuel Servicing*,
- Include review of this SAFO in initial and recurrent training, and flight reviews.

Contact: Questions or comments concerning this SAFO can be directed to the General Aviation and Commercial Division, AFS-800, via phone at 202-267-8212.

**GRANT COUNTY REGIONAL AIRPORT
RULES AND REGULATIONS**

ADOPTED April 1, 2015

**Haley Walker
Airport Manager**

**Supersedes All Previous Airport Rules & Regulations
Approved by Grant County Regional Airport Commission**

RECORD OF CHANGE

**CHANGE NUMBER - 1
PAGE NUMBERS – All Pages
SECTION/TITLE - All
DATE APPROVED 4/1/15**

TABLE OF CONTENTS

SECTION ONE

General Provisions

SECTION TWO

Aircraft Operations

SECTION THREE

Aircraft Fueling, Defueling and Deicing

SECTION FOUR

Vehicle and Equipment Operations

SECTION FIVE

Airport Security

SECTION SIX

Fire and Safety

SECTION SEVEN

Non-Commercial Flying Clubs

SECTION EIGHT

Employee, Tenant and Public Parking

SECTION NINE

Commercial Ground Transportation Operations

SECTION TEN

Fees, Rates and Charges

INDEX

Accident Investigation 4.18
Accident Report 4.19
Administration and Enforcement 1.4
Air Operations Area 1.20
Aircraft Flight and Ground Operations 2.3
Aircraft Parking 2.2
Airfield Access 4.20
Airport Security 5.1
Alcohol & Drugs 1.17, 4.13, 9.6
Animals 1.13
Authority 1.3

Bicycles 4.17

Compliance 1.2
Concessions 1.11.b
Conduct of Business 1.11
Construction 1.12

De-icing 3.14
Definitions 1.20
Derelict Aircraft 2.9
Discrimination 1.19

Electrical Equipment (Use of) 3.2
Employee Parking 8.7
Engine Run-Ups 2.4
Environmental Liability 1.15

Fire Arms, Explosives, Other Weapons 5.7
Fire Extinguishers 3.6, 6.7
Fixed Wing Tie-Down Fees 10.2
Flowage Fees 3.2, 10.6
Forms 1.9
Fuel Spills 3.3
Fueling 3.1

Helicopter Tie-Down Fees 10.3

Identification Display/Possession 5.3

Lease Rates 10.1

Movement of Damaged Aircraft 2.3.g

Open Flame 3.12, 6.3

Parking (A.O.A.) 4.16
Passenger Enplaning/Deplaning 2.10

Records 1.10
Runway Safety Area 2.6

Self Refueling 3.13
Speed Limits 4.5
State Driver License 4.8

Taxicabs 8.4
T-Hangars and Tiedowns 2.15
Transient Parking (Aircraft) 2.16

Unnecessary Driving 4.14
Unsafe Vehicle 4.6
Use of Headlights 4.12
USFS Gate Access 4.5

Vehicle Escort 4.9
Vehicle Maintenance 4.15
Vehicle Operations Around Aircraft 4.10

Weed Control 6.10

SECTION ONE GENERAL PROVISIONS

1) DISCLAIMER

These Rules may be incomplete. A Final Decision on these rules will be at the discretion of the Grant County Regional Airport Commission, the Airport Manager and the Grant County Court. Any issues not covered in these Rules and Regulations will be at the discretion of the Airport Commission and the Airport Manager.

2) PURPOSE

The purpose of this manual is to disseminate Rules and Regulations for Airport-approved operating procedures, and safety and security requirements at the Grant County Regional Airport.

3) ACTIVITIES

All aeronautical activities at the Grant County Regional Airport, and all flying of aircraft departing from or arriving at the Airport, shall be conducted in conformity with the current pertinent provisions of the Federal Air Regulations (FARs) promulgated by the Federal Aviation Administration (FAA).

4) AUTHORITY

This manual complies with applicable portions of Federal Aviation Regulations (FARs), FAA Advisory Circulars, Federal, State and local fire regulations and applicable NFPA guidelines and Grant County local laws, resolutions and ordinances. The Airport Manager shall at all times have authority to take such action as may be necessary to safeguard the people in attendance at the Airport and to maintain law and order, as well as restrict or terminate operations when required in the interest of safety.

5) ADMINISTRATION AND ENFORCEMENT

The Grant County Sheriff's Department, and Airport Management and Operations Personnel shall administer and enforce the provisions of this manual. Violations of these Rules and Regulations may constitute infractions or misdemeanors

6) VIOLATIONS

Individuals, companies or other entities in violation of these Rules and Regulations are subject to fines and enforcement action as specified in Section Eleven.

7) AMMENDMENTS

The Airport Manager may adopt or amend any Rules and Regulations as may be necessary and as approved by the Airport Commission to carry out the provisions of this manual. For situations not specifically covered by these Rules and Regulations, the Airport Manager shall make such determination as he or she may deem appropriate.

8) INTERPRETATION

In the event that an interpretation of any provision of these Rules and Regulations is required, the Airport Manager shall render such interpretation, and his determination shall be considered as final authority on the matter.

9) SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of these Rules and Regulations is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, or other competent agency, such decision shall not affect the validity or effectiveness of the remaining portions of these Rules and Regulations or any part thereof.

10) FORMS

All airport forms, cards, decals, hang tags, and identification/access badges are as prescribed by the Airport Manager.

11) RECORDS

- a) Records shall be maintained by Airport Administration of all applications for identification/access media, airfield driver training records, hangar tenant information and all lease and operating agreements.
- b) Every operating enterprise at the Airport shall maintain an up-to-date file containing the name and address and telephone number of all employees, pilots, based aircraft and owners of aircraft involved in its operations or enterprise. This information shall be available to the Airport Manager on request.

12) CONDUCT OF BUSINESS

- a) Commercial Use - No person, partnership, association or corporation shall use the Airport as a base or terminal for the carrying on of commercial aviation or freight, express or mail or for student flight, or other commercial purpose or transportation for hire without first securing a permit or lease from the Grant County Regional Airport and paying the fees and charges agreed to with the County for such privileges.
- b) Concessions - No person shall engage in the sale of refreshments or any other commodity, gasoline, oil, rental or any conveyance of travel for instruction, business or pleasure or offer or solicit funds from the public at the Airport for any purpose, or post, such as advertising signs, without the payment of the rates and charges prescribed and agreed upon by both the County and such persons for use.
- c) Any individual, group of individuals, partnerships, or corporation (hereafter referred to as operator) during the conduct of any flight or other activity for which a charge is made for services by such operator, shall comply with the rules and regulations and pay fees and charges pursuant to an agreement made with the County in paragraph (a) of this section, unless the operator pays the fees prescribed by the County for other than contract operations. Government and military are exempt from all fees.
- d) Sales of fuel and fuel related products will only be allowed by contract with the County.
- e) FAA Advisory Circular 150/5190-7, as amended, will be used as a general guide for negotiating individual contracts for commercial operations.

13) CONSTRUCTION AND ALTERATION OF PROPERTY

No person shall do any construction, alteration, electrical, mechanical, decoration, advertising or other unspecified work in or to any existing building on the Airport, or erect or install a new building, without first securing written permission from the Airport Manager. Violators will be required to remove such work and return the premises to its former condition at their own expense.

14) ANIMALS

No person shall enter on the Airport property with an animal which is not restrained by a leash or confined in such a manner as to be under control at all times.

15) SANITATION

No person shall dispose of garbage, papers or other material or refuse on the Airport except in the receptacles provided for that purpose. Disposition of personal or off-airport refuse on Airport property or in airport receptacles is prohibited.

16) ENVIRONMENTAL LIABILITY

All airport tenants and users shall obey all federal, state, and local environmental laws and shall be wholly responsible for costs associated with fines or for clean-up of contamination brought about as a result of their actions, operations, the activities of their employees, their guests or invitees.

17) SIGNS AND OBSTRUCTIONS

No person shall construct or erect any sign or other obstruction of any type at the Airport without written permission of the Airport Manager. Such signs, when approved, shall be in compliance with such terms and conditions as the Airport manager may prescribe.

18) ALCOHOLIC BEVERAGES/ILLEGAL DRUGS

No person may consume alcoholic beverages on the Airport except inside the Airport Terminal or on the West Patio. A person with a valid OLCC Server Permit must be on site during the sale of any alcohol. Possession, use, sale or intent to sell any illegal substance on Airport property is prohibited.

19) USE OF AIRPORT

Tenants and others may only use the airport for purposes directly associated with aviation unless specific permission has been given by the Airport Manager in writing. Events held in the Training and Conference Rooms, and renters of Airport office spaces, are exempt from this rule. Hangars or other airport property may not be used primarily for the storage of non-aviation related items. The Airport Manager may make arrangements for the removal of any such items and costs associated with such removal shall be the responsibility of the owner of the item or items.

20) DISCRIMINATION OR UNFAIR TREATMENT

Grant County Regional Airport shall be made available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical use. No tenant shall be allowed to discriminate on the basis of race, creed, color, age, gender, or sexual orientation.

21) AIRPORT RESIDENCE

Grant County Regional Airport prohibits the establishment of any permanent residence on airport property or in any hangar, per FAA Order 5190.6b, section 20.5.

22) DEFINITIONS

a) AIR OPERATIONS AREA (AOA)

The Air Operations Area includes any part of the airport used or intended for use in landing, takeoffs, or surface maneuvering of aircraft. The Air Operations Area of the Grant County Regional Airport is divided into three areas:

- i) RUNWAYS AND TAXIWAYS:** This area includes both paved and turf runways (17-35) and (09-27) respectively, and all connecting and parallel taxiways.
- ii) USFS HELICOPTER APRON:** This area is located to the north of the main Terminal Building and is restricted to USFS-contracted helicopters.
- iii) GENERAL AVIATION AREAS:** All remaining areas on the airport used for maneuvering or parking of general aviation aircraft.

b) AIRCRAFT

Any and all contrivances now or hereafter used for the navigation of or flight in air or space including but not limited to airplanes, airships, dirigibles, helicopters, gliders, ultra-lights and amphibians, but not parachutes.

c) AIRMAN

A gender-neutral term for a civilian or military pilot, aviator or aviation technician.

d) AIRPORT

All land and improvements located within the geographical boundaries of the Grant County Regional Airport, John Day, Oregon. Airport can also mean the airport owner (Grant County) or its designated representative.

e) AIRPORT MANAGER

The person in charge of the Airport for the County, his deputy or duly authorized representative.

f) AIRPORT SECURITY PLAN (ASP)

The Transportation Security Administration regulates airport security. In the future if an ASP is required the Airport will adopt a plan acceptable to TSA and Grant County.

g) AUTO GAS

Any fuel designed and manufactured to be used in automobiles, as opposed to "AVGAS," which is designed and manufactured to be used in aircraft. Also called "Mogas."

h) COMMISSION

The Grant County Regional Airport Commission.

i) COMMERCIAL AIRCRAFT OPERATION

The operation of an aircraft for hire, lease, charter or flying lessons involving remuneration.

j) COUNTY

Grant County Airport Commissioner or legally designated representative.

k) ENVIRONMENTAL LAWS

All Federal, State and local laws relating to environmental matters.

l) FAA

Federal Aviation Administration

m) FAR

Federal Aviation Regulation

n) F.O.D.

Foreign Object Debris that is potentially hazardous to aircraft operation.

o) GENERAL AVIATION (GA)

That segment of aviation that includes all aircraft except the military and the commercial air carriers.

p) HAZARDOUS MATERIALS

Any material as defined on applicable Federal, State and local environmental laws.

q) HIGHWAY

Those portions of the Airport designated and made available by the County to the public as public use roads.

r) LARGE AIRCRAFT

Aircraft with a certified gross weight in excess of 12,500 pounds.

s) MOTOR VEHICLE

Any self-propelled vehicle other than aircraft.

t) MOVEMENT AREA

The runways, taxiways and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

u) PARKING STATION

A portion of the ground at Grant County Regional Airport set aside by the Airport for the purpose of parking vehicles upon compliance with the conditions prescribed by the Airport Manager.

v) PERSON

Any individual, firm, partnership, corporation, company, association, joint stock association or body political, and includes any trustee, receiver, assignee of similar representatives thereof.

w) RAMP

An area designated as an apron or ramp, and used for the parking and maneuvering, loading and unloading, and servicing of aircraft.

x) RSA

Runway safety area.

y) SECURITY IDENTIFICATION

Identification which allows airport and USFS Helibase employees, contractors, and support staff to work in the AOA.

The Airport Manager will direct when badges will be worn. At that time, badges must be worn by airport personnel at all times.

z) SELF REFUELING

The act of an aircraft owner or operator refueling his own aircraft with petroleum products, as opposed to self-service fueling.

aa) T-HANGAR

Hangar Storage facilities for small aircraft.

bb) TIEDOWNS

Designated aircraft parking apron areas with accommodations for securing small aircraft to the ground with rope, chain or cable.

cc) TRAFFIC PATTERNS

The rules and regulations prescribed from time to time by the Federal Aviation Administration and Grant County Regional Airport regulating the takeoff, landing and taxi procedures at the Airport.

dd) TSA

Transportation Security Administration

ee) VEHICLES

Every device in, upon or by which a person or property is or may be transported or drawn upon a highway, field or woodland.

**SECTION TWO
AIRCRAFT OPERATIONS**

1) GENERAL

All aircraft owners, all personnel using the Airport facilities, and all private, commercial and student pilots will be bound by the following rules and regulations governing operation of aircraft at and on the Airport.

- a)** At no time shall aircraft be operated contrary to or in violation of the rules and regulations as imposed by the FAA or Oregon State Aviation Laws. Such statutes shall also govern owner, mechanic and aircraft certification. The air traffic rules as established by the Federal Aviation Administration are adopted and made a part hereof.
- b)** All operators must know and familiarize their personnel and regular tenants with rules herein; furthermore, flight instructors shall be responsible for the respective student pilots under their supervision.

2) AIRCRAFT PARKING

All aircraft will park in a designated parking area at the Airport. The Manager or his representative shall have the authority to remove any aircraft left in other than designated parking areas. The owner of the aircraft shall be responsible for costs incurred in making such removal and the owner will be responsible for any damage.

3) FLIGHT AND GROUND OPERATION

The following rules apply to all aircraft operating on and in the vicinity of the Airport:

- a) All aircraft are to use paved runways, taxiways, and ramps, except at the discretion of the Airport Manager.
- b) No person shall operate an aircraft on or occupy a runway so as to cause a hazard to other aircraft or property.
- c) All aircraft shall be taxied at a safe speed.
- d) No aircraft engine shall be started or run unless a competent operator is in the aircraft attending to the controls. Special running may be performed if the aircraft is tied down, brakes set, wheels chocked and observed at all times by a responsible person.
- e) Aircraft engines shall be started or warmed up so as not to endanger life or property. At no time shall engines be operated at power greater than necessary to move the aircraft when hangars, shops, other buildings, or persons in the observation area, are in the path of the propeller stream or jet blast.
- f) Auxiliary Power Units (APUs) are not to be started until thirty (30) minutes prior to the planned takeoff time.
- g) In order to restore flight service, the Airport Manager may remove (after NTSB/FSDO approval, if needed) damaged aircraft from the landing areas and ramp areas at the expense of the owner and without liability for damage which may result in the course of such removal. Aircraft or part thereof involved in an accident causing serious or fatal injury to any person shall not be removed or disturbed except:
 - i) To give assistance to trapped victims.
 - ii) By authorization of the NTSB, the Airport Manager, or County Coroner.
- h) Aircraft landing at the Airport shall make the landing runway available to others by leaving the runway as promptly as safe operation permits.
- i) When ceiling is such that compliance with FAA regulations is impossible at the prescribed traffic pattern altitudes, the pattern altitudes may be reduced as necessary down to, but no lower than, an altitude in accordance with applicable FAA regulations.
- j) For calm winds (5 knots or less) Runway 35 shall be used, unless Common Traffic Advisory Frequency (CTAF) has been advised or traffic advisory received.
- k) Position and intention advisories will be transmitted on CTAF prior to and while in the traffic pattern; prior to taxi; during taxi operations; prior to entering the runway; and prior to takeoff.
- l) Helicopter landing sites in the USFS Helibase are restricted to helicopters under contract with USFS and/or Oregon Department of Forestry. See Appendix I for more information.

Aircraft are prohibited from landing on the taxiways between hangars. Helicopters can land on an adjacent apron or primary taxiway, and be pushed into a hangar from there. See Appendix I for more information.

4) ENGINE RUN-UPS

It is the policy of Grant County Regional Airport that all aircraft operations on the Airport shall be conducted in such a manner that noise impact on the community is minimized; and to preclude the possibility of undue nuisance or damage to persons or property.

- a) Aircraft must be staffed with properly trained and authorized personnel.
- b) Maintenance run-ups are strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m. Necessary pre-flight run-ups normally made immediately prior to takeoff will be allowed with due consideration to noise and only to the extent necessary.
- c) The aircraft operator shall take necessary precautions to diminish exposure of persons or property to prop wash, jet blast and noise. The operator will be held responsible for any damage to persons or property caused by operation of the aircraft.
- d) Unless operational procedures require, no more than one engine shall be run-up above idle power at any time during run-up. Power applied shall be held to a level required for conducting the maintenance check.
- e) Any spills, leaks or debris from the aircraft or associated ground equipment must be cleaned up immediately.

5) INTERFERING AND TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any aircraft, put into motion the engine of such aircraft or use any aircraft, aircraft parts, instruments or tools without permission of the owner or satisfactory evidence of the right to do so, presented to the Airport Manager or his representative upon request.

6) PEOPLE AND VEHICLES IN THE RSA

- a) Only airmen, authorized personnel, or persons being conducted by airmen or airport attendants shall be permitted to enter the landing areas, aircraft parking ramps and taxiways. This does not give these person(s) the privilege of unrestricted use of this space. These privileges are confined to the necessary use of this space in connection with flights, inspections or routine duties.
- b) No motor vehicle shall be driven onto the Runway Safety Area (RSA) without the expressed permission of the Airport Manager or his designated representative. Emergency vehicles are authorized. Operators of ground vehicles desiring access to the RSA shall carry a radio equipped to transmit and receive on 122.8 MHz (CTAF), shall announce their intentions prior to entering the runway environment, and shall monitor CTAF continuously while within the runway environment.
- c) Operators of vehicles crossing or driving along the taxiway adjacent to the tie-down areas shall exercise due caution and must give way to all aircraft.
- d) The Airport Manager may grant restricted access to the area inside the Airport boundary fence for various reasons. Access privileges are confined to the times and areas required for the purpose access was granted.

7) AIRCRAFT REPAIR LOCATIONS

No aircraft, aircraft engines, propeller and apparatus shall be repaired in any area of the Airport other than those specified by the Airport Manager unless otherwise provided in a lease or other agreement.

8) FUEL, CLEANERS AND OTHER HAZARDOUS MATERIALS

No aircraft or engines may be washed down and no mechanical work done on aircraft or ground vehicles involving fuel or other material which will soften or damage surfaces, create a fire hazard or violate EPA/OR DEQ regulations. Any violations assessed will become the responsibility of the party or parties conducting such activities.

9) DERELICT AIRCRAFT, VEHICLES OR EQUIPMENT

The Airport Manager may make arrangements to remove or destroy derelict or abandoned aircraft, vehicles, equipment or other property from the Airport. Costs associated with this will be the responsibility of the owner of the aircraft, vehicle or equipment.

Any owner, lessee, operator, or other person having the control, or the right of control, of any disabled aircraft on the Airport shall be responsible for the prompt removal and disposal thereof, and any and all parts thereof, subject, however, to any requirements or direction by the National Transportation Safety Board, the Federal Aviation Administration, or the Airport Manager that such removal or disposal be delayed pending an investigation of an accident. Any owner, Lessee, operator or other person having control, or the right of control, of any aircraft does, by the use of the airport, agree and consent, notwithstanding any provision in the agreement, lease, permit or other instrument to the contrary, that the Airport Manager may take any and all necessary action to effect the prompt removal or disposal of disabled aircraft that obstruct any part of the Airport utilized for aircraft operations; that any costs incurred by or on behalf of the Airport for any such removal or disposal of any aircraft shall be paid to the County; that any claim for compensation against the County, and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled aircraft, or any part thereof, by reason of any such removal or disposal is waived; and that the owner, Lessee, operator or other person having control, or the right of control, of said aircraft shall indemnify, hold harmless, and defend the County, and all their officers, agents and employees, against any and all liability for injury to or the death of any person, or for any injury to any property arising out of such removal or disposal.

10) PASSENGER GATE PARKING, POSITION AND MOVEMENT

- a) Use of ramp space at passenger gates shall be limited to that time actually necessary to enplane and deplane passengers or cargo. Additional time at gates may be utilized for the convenience of aircraft operators but only when a person capable of moving the plane is immediately available and if said plane is moved whenever necessary to accommodate other operators desiring to use gates for the purpose of enplaning or deplaning passengers. Otherwise, the aircraft may be moved at the owner's risk and expense. Normal maximum gate parking will be 30 minutes or as determined by the Airport Manager.
- b) There shall be only one aircraft parked at a terminal gate at a time. The aircraft shall be parked on gate position markings or in a manner prescribed by Airport management.
- c) Aircraft parked nose in to the Terminal must push back via aircraft tug or powered out in a forward direction.
- d) Ramp personnel (wing walkers) shall be utilized to monitor an aircraft being pushed back whenever another aircraft is parked at an adjacent gate position.

11) PASSENGER ENPLANING / DEPLANING

- a) All air charter aircraft shall be loaded or unloaded, passengers enplaned or deplaned, in designated areas unless otherwise permitted by the Airport Manager and all passengers shall be channeled through designated routes to and from the terminal building and aircraft.
- b) There shall be no enplaning or deplaning of passengers on the ramp when aircraft engine(s) are operating.

12) ACCIDENT REPORTS

Any person or owner of any aircraft or vehicle involved in any accident causing personal injury or property damage at the Airport shall immediately notify the Airport Manager or designee and provide necessary information to Airport Operations or Sheriff's Department personnel to complete a written accident report.

13) DAMAGE TO AIRPORT PROPERTY

Any and all Grant County Regional Airport property destroyed, injured or damaged by accidents or otherwise shall be paid for by the party or parties responsible for such destruction, injury or damage thereto.

14) HANGARS AND TIEDOWNS

Lease of County-owned and County-managed Hangars or Tie-down spaces will be in accordance with established lease agreements. Available spaces will be assigned on a first-come, first-served basis. In the event no spaces are available, a waiting list will be established which will be used to assign future spaces as they become available.

15) TAXIING RULES

- a) No person shall taxi an aircraft to or from the hangar lines or to or from an approved parking space until he/she has ascertained that there will be no danger of collision with any person or object in the immediate area by visual inspection of the area and, when available, through information furnished by airport personnel.
- b) Aircraft shall be taxied at a safe and reasonable speed.
- c) Aircraft not equipped with adequate brakes shall not be taxied near buildings or parked aircraft unless an attendant is at the wing of the aircraft to assist the pilot.

16) AIRCRAFT TRANSIENT PARKING

- a) Transient Area parking is provided primarily for use by transient (non-based) aircraft.
- b) Transient Area parking shall be operated on a first-come, first-served basis. Spaces may not be reserved.
- c) All aircraft, when left unattended, must have a wheel chock properly positioned on at least one main tire and/or nose gear tire. Where provisions are available to tie down aircraft or secure in another manner, all fixed-wing aircraft will be properly tied down at all times.
- d) No aircraft shall be parked or positioned in such a manner that the aircraft creates a hazard or otherwise interferes with the safe and efficient flow of other aircraft or vehicles or encroaches upon roadways, taxi lanes or taxiways.
- e) No aircraft shall be parked closer than three (3) feet from any portion of another aircraft; nor shall overlap any structural member of another aircraft.
- f) No aircraft shall be parked or positioned in other than a designated space for the purpose of fueling, or for the enplaning or deplaning of passengers or cargo.
- g) No vehicle shall be parked or positioned in such a manner that the vehicle creates a hazard, or otherwise interferes with the safe and efficient flow of aircraft to and from the Transient Parking Areas.
- h) Private vehicles, including courtesy cars, shall not be parked or left unattended on the Transient Parking Areas.
- i) Only those fuel trucks and other ramp support vehicles that are either being manned or are being used for direct support of transient operations are allowed on any Transient Parking Area. All vehicles not in use or not needed must be parked on leased premises.
- j) Rotary wing aircraft will park in designated helipad spaces when available.

- k)** Use of the Transient Parking Areas is subject to the payment of fees as specified by the Airport Manager.
- l)** No aircraft maintenance shall be conducted on Transient Aircraft Parking Areas except that which is of an emergency nature; and which is absolutely necessary to allow safe movement (towing) of the aircraft. Once an aircraft can be safely moved, it shall be relocated to a maintenance shop or area designated by the aircraft operator for the completion of repairs.
- m)** Transient aircraft shall not be permitted to park on transient areas for more than thirty (30) days out of any sixty (60) day period without permission from the Airport Manager or his authorized representative.
- n)** Based aircraft are limited to a maximum of two (2) hours parking, within any twenty-four (24) hour period unless prior approval has been given by the Airport Manager, or by his authorized representative.

SECTION THREE

AIRCRAFT FUELING AND DEFUELING

1) FUELING

All aircraft fueling/fuel farm activities take place under the authority of the Airport Manager. Any inspection or observed activity which results in a violation of the Airport's or FAA's regulations shall be terminated immediately and the situation corrected. No aircraft shall be fueled or defueled while inside an enclosed space, in an area within 100 feet of a hangar or building while parked on a ramp or while any engine is running or being warmed up by the application of external heat.

2) FLOWAGE FEE

Per Grant County Regional Airport Commission resolution, Grant County Regional Airport charges a fee of \$.10 per gallon of fuel transferred from any aviation fuel trailer to an aircraft. This fee is incorporated into the price of fuel purchased from Grant County Regional Airport. See Appendix II for more information.

3) ELECTRICAL EQUIPMENT AND SWITCHES

No electrical switches will be actuated and all radio transmitters, receivers, and radar shall be off during fuel-servicing operations. Battery chargers shall not be connected, operated or disconnected and ground power units shall not be connected or disconnected while conducting fuel-servicing operations.

4) FUEL SPILLAGE

Persons engaged in fueling shall exercise extreme care to prevent overflow of fuel. Any fuel spillage will be immediately reported to Airport personnel. Any costs associated with the spillage will be the responsibility of the person or company causing the spill. Grant County Regional Airport will respond to fuel spills made by other parties on the airport, for a fee.

5) PASSENGERS

No passenger(s) shall be permitted in any airline aircraft during fueling or defueling unless a passenger loading ramp or boarding stairs are in place at the cabin door, the door is open and a cabin attendant is at or near the cabin door.

6) STATIC DISCHARGE

No person shall use any materials during fueling or draining of fuel from aircraft which are likely to cause a static discharge.

7) FIRE EXTINGUISHERS

An adequate number of properly inspected fire extinguishers shall be within ready reach of personnel engaged in fueling or defueling operations.

8) STARTING ENGINES

No aircraft will start its engines when there is excessive fuel on the ground under such aircraft.

9) SUMP DRAINING

When draining the sumps of aircraft fuel tanks, fuel shall not be permitted to drip on macadamized surfaces, but must be caught in containers and the fluid disposed of in a safe manner.

10) FUELING EQUIPMENT

All fueling equipment required in fueling operations must meet all applicable Federal, State and Local regulations and must be equipped with static electrical grounding/bonding devices. Such devices must be used during any fueling or defueling operation. Exhaust systems will be in good repair. Fueling equipment will be parked in designated areas when not in use or enroute but at no time within 50 feet of an aircraft or building structure or within 10 feet of another fuel truck. At no time will fueling equipment enter into any structure. No fueling equipment shall be positioned in such a manner that it cannot be readily moved away from any aircraft in case of an emergency.

11) OVERFILLING

If fueling aircraft in hot weather and the aircraft is not departing immediately, the tanks will be filled so that fuel expansion will remain within its tank. The fuel dispensing organization will be held responsible for spillage damage and/or cleanup.

12) DISPLAY OF SIGNAGE

A "NO SMOKING" sign shall be displayed prominently on all sides of fuel farm areas or storage fuel tanks and on all sides and in cabs of fuel-servicing vehicles. All fuel storage tanks and equipment will be properly marked with appropriate fuel type signage.

13) OPEN FLAMES

Open flames shall not be allowed within fifty (50) feet of fuel servicing equipment. Open flames include, but are not limited to:

- a) Lighted cigarettes, cigars, pipes, etc.
- b) Exposed flame heaters (liquid, solid, gaseous devices, including portable and wheeled gasoline or kerosene heaters).
- c) Welding or cutting torches, blow torches, etc.
- d) Flare pots or other open flame lights.

14) SELF REFUELING

- a) The owner/operator may be assisted by another person during the self-refueling process.
- b) A method of self-dispensing Class I flammable liquids into a privately owned aircraft is allowable under applicable codes. This method requires the utilization of D.O.T. approved portable safety container(s) of 5-gallon capacity or less.
- c) The Airport will continue to enforce the following safety precautions upon individuals who elect to self fuel their aircraft utilizing D.O.T. approved 5-gallon safety container(s):
 - i) Safety container(s) shall be of an approved type and shall be designed and constructed in accordance with nationally recognized standards and be D.O.T. approved. Maximum capacity of

safety container(s) shall not exceed 5 US gallons. Transportation of Class I flammable liquids shall not exceed a total quantity of 50 US gallons or exceed the gross vehicle weight of the transport vehicle.

- ii) Safety container(s) shall be adequately secured during transport and smoking will not be allowed inside of, or within 25 feet of, the transport vehicle.
 - iii) Dispensing shall be gravity fed from individual 5-gallon safety containers, with other full or empty containers stored at least 15 feet from the dispensing area.
 - iv) Smoking, open flame or other sources of ignition shall be prohibited within 50 feet of the dispensing area.
 - v) Empty flammable liquid safety containers shall be treated as if they were full, until they are purged of flammable vapors by an approved method.
 - vi) An approved portable fire extinguisher, having a minimum classification of 40-B, shall be provided and maintained within 50 feet of the operation for the extinguishment of fires.
 - vii) An approved means shall be provided to control and recover spilled fuel, such as an approved absorbent material. All such material shall be promptly and thoroughly cleaned up by the person fueling. All contaminated absorbent material will be considered hazardous waste and disposed of in accordance with Local, State and Federal laws, and none shall be left on airport property.
- d) Any request to fuel aircraft by means other than those outlined above, or by means other than from specifically designed, inspected, and permitted aircraft refueller vehicles, must be submitted in writing to the Manager for review.

15) DE-ICING

De-icing of aircraft will be conducted only in the location(s) designated for that purpose by the Airport Manager and using only those materials approved by the Airport Manager.

SECTION FOUR VEHICLE AND EQUIPMENT OPERATIONS

1) GENERAL

No person shall operate any motor vehicle on the Airport other than in accordance with these rules and regulations. Violation of any of these Rules and Regulations may lead to temporary suspension or permanent revocation of the privilege to operate a motor vehicle on the Airport. It is the intention of the Airport, through its enforcement activities, to encourage drivers to operate in an orderly and safe manner by complying with the rules and regulations contained herein. No person shall drive a vehicle on the Air Operations Area in violation of Federal, State or Local laws as applicable.

2) WHO MAY OPERATE

No person shall operate any motor vehicle or mobile equipment on the Air Operations Area (AOA) except:

- 1) Persons assigned to duty thereon who have been authorized by the Airport Manager.
- 2) T-hangar tenants and other hangar tenants, to and from their hangar, or office, as applicable.

The privilege to operate a vehicle on the AOA may be suspended or revoked at any time by the Airport Manager or designee with or without cause.

3) ADEQUATE INSURANCE

All vehicles operating on the Air Operations Area must have adequate insurance with limits which will cover property damage or personal injury which could reasonably be expected to occur on airport property.

4) RESTRICTED DRIVING ON RUNWAYS / TAXIWAYS

No person under any circumstances (including emergency situations) shall drive a vehicle on any movement area, including runways or taxiways without first being authorized by the Airport Manager or designee. All other vehicles will be escorted by an Airport representative or airport-authorized individual.

No person except as authorized by Airport staff shall drive across the Runway Protection Zones (RPZ) immediately adjacent to the runway ends or safety areas associated with runways or taxiways.

No person shall drive across a hangar apron, except for the hangar owner or lessee.

Airport or hangar contractors are required to check in at the Airport office prior to driving on taxiways.

5) USFS GATE ACCESS

Access through the USFS gate immediately to the east of the terminal is restricted to USFS employees and contractors at all times. Any other vehicle must have the explicit permission of the Airport Manager or the USFS Helibase Manager to enter through this gate. The preferred access point to the aprons is through the East Gate, immediately north of the Terminal Parking Lot.

6) SPEED AND CONTROL

All motor vehicles and equipment shall be operated under the safe control of their drivers at all times, taking into consideration existing traffic and road conditions. Maximum allowable speeds are: 25 miles per hour under normal conditions; 10 mph with snow and/or ice on the ground; and 10 mph within 50 feet of a building or aircraft.

7) UNSAFE VEHICLE

No person shall drive a vehicle on the Air Operations Area if it is constructed, equipped, or loaded so as to endanger any persons or property. No vehicle shall be driven if found to have technical or mechanical defects, which may impair their safe or efficient operation.

8) STATE DRIVERS LICENSE REQUIRED

No person shall drive a vehicle on any Air Operations Area unless that person possesses a valid Oregon State Driver License or a valid driver license from another state, if appropriate. The license must be in the person's possession while operating a vehicle on the Air Operations Area.

9) VEHICLE ESCORT

Vehicles and operators not possessing appropriate identification, license or having authorization by the Airport Manager or designee must be under continuous escort by an Airport-authorized vehicle operator.

Emergency vehicles responding to an emergency on the Air Operations Area must do so under the direction of Airport Management or Operations personnel.

10) VEHICLE OPERATION AROUND AIRCRAFT

- 1)** At all times, and under all conditions, aircraft shall have the right-of-way. All vehicles shall pass to the rear of an aircraft whose engine(s) is (are) running. A minimum distance of one hundred (100) feet shall be maintained when passing to the rear of a jet aircraft when its engines are running. When a vehicle cannot pass to the rear of the aircraft, the driver shall stop and wait until the aircraft passes in front of him, or until the pilot motions for him to pass to the front of his aircraft.

- 2) No person shall drive a vehicle under the wing of an aircraft unless the person is in the act of servicing the aircraft.
- 3) No person shall drive a vehicle, other than those vehicles being used for aircraft servicing functions, within fifty (50) feet of an aircraft during fuel servicing operations.
- 4) No person shall drive a vehicle between an aircraft and a departure/arrival gate when passengers are enplaning or deplaning.
- 5) No person shall drive a vehicle in front of a taxiing aircraft.
- 6) Vehicles shall use established vehicle routes or roadways where available, unless travel is confined to and associated with the immediate servicing area (shadow) of an aircraft.

11) PASSENGER SEATING

No person shall drive or ride in/on a vehicle unless that person occupies a seat intended for that use.

12) USE OF HEADLIGHTS

No person shall drive a vehicle without the use of headlights. GCRA vehicles must turn the overhead beacon on while driving on the runways or taxiways.

13) ALCOHOL AND DRUGS

No person shall operate a vehicle or mobile equipment while under the influence of alcohol or drugs on any part of the Airport Operations Area.

14) UNNECESSARY DRIVING

Unnecessary driving on the Air Operations Area is prohibited. Drivers shall utilize the outer public streets to their fullest extent and exit the airfield at the nearest practical gate.

15) VEHICLE MAINTENANCE

No person shall repair any mechanical defect to a vehicle on the Air Operations Area except those minor repairs required for removing a disabled vehicle to a proper location.

16) PARKING

No vehicle may be parked in a T-hangar or tie-down area so as to obstruct the movement of aircraft or other vehicles. The Airport Manager reserves the right to remove and store, at the owner's expense, any vehicle which is parked on the Air Operations Area in violation of these Rules and Regulations. The vehicle shall be subject to a lien for the cost of removal.

No person shall park any motorized ground equipment or vehicle near any aircraft in such a manner so as to prevent it or other ground equipment or vehicle from being readily driven or towed away from the aircraft in case of an emergency. Ramp equipment shall be parked in designated storage/staging areas when not in use, and shall not be left unattended outside of these designated storage/staging areas.

17) BICYCLES

Bicycles operating on the ramp and Taxiway A will comply with all rules and regulations applicable to motor vehicles. Adequate reflectors shall be used on all bicycles; and bicycle travel is prohibited from sunset to sunrise.

18) ACCIDENT REPORT

The driver of any motor vehicle which is in any manner involved in an accident, originating from the operation of the motor vehicle, that has resulted in damage to County Property, or to other property, or in bodily injury to, or in the death of any person, or that involves any aircraft, shall immediately notify the Airport Manager or designee and provide necessary information to Airport Operations or Sheriff's Office personnel to complete a written accident report.

19) ACCIDENT INVESTIGATION

Officers of the Grant County Sheriff's Office, City of John Day Police Department and Oregon State Police may investigate accidents that occur on any part of the Airport and may gather evidence for the purpose of determining if any violation of a law or an ordinance contributed to the occurrence of such accident.

20) AIRFIELD ACCESS

Only one vehicle at a time shall access any portion of the AOA via an airfield gate unless the subsequent vehicle(s) and person(s) is/are under escort at all times while on the AOA. The user must ensure the vehicle gate completely closes prior to leaving; there shall be no unauthorized vehicles or pedestrians allowed to follow through an open gate. Vehicles exiting the AOA through an airfield gate shall, upon exiting, stop and close the gate completely prior to departing the area.

21) FUELING TRUCK PARKING

Aircraft refueling trucks are restricted from long-term parking on the aprons and primary taxiways. Please contact the Airport Manager for a permitted parking space.

SECTION FIVE AIRPORT SECURITY

1) GENERAL

All persons using the Airport are subject to Airport Security Regulations and Procedures, as set forth in the Airport Security Plan (ASP) pursuant to FAR Part 107 and as amended from time to time. Due to the sensitive nature of security regulations, only those regulations which apply to individual tenants or users will be distributed to them or be displayed in appropriate locations. Security regulations are available for inspection in the Airport Manager's office.

2) RESPONSIBILITY

The Airport Manager exercises the authority for the issuing of access media and keys, consistent with the Airport Security Plan. Access keys may be issued to airport tenants, sub-tenants, employees, contractors or to owners and operators of based aircraft at Grant County Regional Airport.

- a) Each Airport tenant holding a lease of Airport premises shall be responsible for ensuring that all gates on such premises remain closed and locked except when in actual use and/or under conditions which will provide the access by authorized persons only. Each Airport tenant shall be held accountable for the use of the gates by their respective sub-tenants and employees.
- b) All persons authorized and provided access to the Air Operations Areas, shall be responsible for the same.
- c) All tenants, sub-tenants, employees, and other persons, who have been issued keys, shall surrender same to the Airport Manager, or to his designated representative, upon demand.

3) TRESPASS

Any person or persons not authorized to be on airport property, other than those who are being escorted by an authorized person who is able to produce evidence of such authorization, shall be subject to eviction and/or arrest by a law enforcement officer or airport security officer.

4) SECURITY VIOLATIONS

Any individual violating security regulations or procedures is subject to removal from Airport property, denial of future access or use and responsible for payment of any TSA-related fines issued to that individual or the Airport Operator.

5) **FIREARMS, EXPLOSIVES, OTHER WEAPONS**

Individuals are allowed to carry exposed firearms while visiting the Grant County Regional Airport; however, the Airport Manager has the authority to require any individual to stow said firearm at any time. Use of firearms is strictly prohibited, except by law enforcement personnel or by the permission of the Airport Manager. No person shall carry any explosives, incendiary devices or other dangerous weapons (besides firearms) on the Airport at any time. All federal and state regulations or restrictions regarding the transport of firearms apply.

SECTION SIX FIRE AND SAFETY

1) **GENERAL**

All persons employed or conducting activities at the Airport shall exercise a reasonable degree of safety to personnel or property at all times.

The Airport Manager, City of John Day Fire Chief or designees will make periodic inspections of all buildings, structures and premises to ensure compliance with these Rules and Regulations.

2) **SMOKING**

No person shall smoke within 50 feet of a refueling or defueling process of aircraft or ground vehicles, in any posted no smoking area, or in any public building or vehicle. The State of Oregon prohibits smoking within 10 feet of any doorway.

3) **OPEN FLAMES AND FIRES**

No person shall start any open fires of any type, including welding, without the permission of the Airport Manager. Approved equipment used in the line of work is excluded.

4) **INFLAMMABLE MATERIALS**

With the exception of approved fuel storage facilities and aircraft fuel tanks, no person shall keep, store or discard any inflammable liquids or gasses, signal flares, explosives, poisons, radioactive or similar materials at the Airport unless otherwise specifically approved by the Airport Manager.

5) **WASTE DISPOSAL**

All waste material such as papers, garbage, etc. shall be removed from the Airport on a regular collection basis not less than once per week. Tenants and Airport users will obey all applicable County ordinances regarding trash removal and recycling.

6) **DOPING**

Doping and finishing processes shall be conducted in open areas or in properly ventilated rooms or building used for such.

7) **FIRE EXTINGUISHERS**

No County fire extinguisher or fire protection system shall be tampered with, or used except in case of a fire. The Airport Manager or designee must be notified immediately when any extinguisher system has been used. Tenants and/or lessees shall supply and maintain adequate and readily accessible fire.

8) **TAMPERING**

No County-owned Airport machinery or equipment, including blower motors, thermostats, heater valves, sprinkler valves and devices, shall be tampered with at any time. Only authorized County employees or officials shall turn heaters or other HVAC equipment on and off in public areas or operate any other Airport equipment.

9) **REPORTING FIRE**

Any person observing any unattended or uncontrolled fire must immediately notify Airport Management or if unable to do so in a timely manner, call 911.

10) **WEED CONTROL**

Hangar owners are responsible for clearing weeds and dried grass from their leasehold property. If weeds and dried grass are not removed per airport code, the Airport Manager may elect to accomplish the clean-up and charge back the lessee.

SECTION SEVEN

NON-COMMERCIAL FLYING CLUBS

1. **GENERAL**

Flying Clubs must be nonprofit entities organized for the express purpose of providing their members with any number of aircraft for their personal use and enjoyment only. Aircraft must be vested in the name of the club or owners on a pro-rata share. The club is allowed to lease aircraft from club members. The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft. A flying club has the right to fuel and maintain the aircraft with its members.

2. **RECORDS**

The Airport Manager has the right to require the Flying Club to furnish documents such as insurance policies, financial transactions and a current list of members, as reasonably necessary to ensure that the club is a nonprofit organization. The club shall provide the Airport Manager, or his designated representative, access to all club records at any reasonable time upon request.

3. **MEMBERS**

Flying Clubs and other Airport Tenants must maintain a current membership list and are responsible to see that all members and staff are familiar with the Airport Rules and Regulations, and Airport Security Program (ASP). The County reserves the right to revoke the privilege of the Airport and its facilities to any club member, tenant staff member, or other airport user for violation of these Rules and Regulations.

4. **WRITTEN APPROVAL**

All non-commercial flying clubs, associations or groups operating at the Airport must obtain a written approval from the Airport Manager to so operate.

5. **AIRCRAFT**

Club aircraft may be flown only by club members and only for club purposes except when required for maintenance checks or necessary inspections.

6. **FLIGHT INSTRUCTORS AND MECHANICS**

Bona fide members of a non-commercial flying club, who are licensed mechanics or flight instructors, may render such services to club aircraft or to club members so long as any compensation received therefore is by way of personal utilization of club aircraft, rather than for compensation or reward in any other form. The club shall keep records to adequately reflect such transactions for each mechanic and flight instructor.

7. **INSURANCE**

Non-commercial flying clubs shall maintain insurance acceptable to the Grant County Regional Airport in full force and effect throughout the term of their use of the Airport. Coverages shall be on forms and endorsements that will protect owners, operators and Grant County from any negligent or wrongful act or omission arising out of ownership, use, or maintenance of owned and non-owned aircraft. Full limits of liability maintained must be certified. The coverage shall not be excess over other coverage, but shall be primary to full limit of liability without contribution from any insurance maintained by, or for the County of Grant, who shall be an additionally named insured. Written notice of cancellation or change

shall be given to the Airport Manager thirty (30) days prior thereto. A current copy of the club's insurance policy or certificate of insurance shall be maintained on file with the Airport Manager.

8. ENFORCEMENT AND DENIAL OF AIRPORT USE

A flying club may be denied use of the Airport by the Airport Manager upon written notice if he determines that a club is no longer being operated in a non-commercial manner, is in violation of these Rules and Regulations or for other good cause.

SECTION EIGHT

EMPLOYEE, TENANT AND PUBLIC PARKING

1. GENERAL

The County shall establish public parking areas at the Airport. Vehicles and equipment shall not be parked on the Airport other than in the locations and under conditions as may be specified by the County or Airport Manager.

2. FEES

The County may establish hourly, daily, weekly, and monthly parking area fees or any other kind of fee, as deemed appropriate, for motor vehicles of any and all types where not provided for in lease agreements.

3. RENTAL VEHICLES

Rental vehicles if allowed by contract shall park in accordance with provisions of the contract.

4. TAXICABS

Any owner or operator of a taxicab, rental car agency, limousine company, or any other vehicle shall not use public parking areas, roadways or any other areas at the Airport for the purpose of soliciting employment or business, unless specifically granted a license or permit to do so.

Taxicab or limousine companies contracted with the airport to provide ground transportation service shall park in an area or areas allocated for that purpose by the Airport Manager. Other taxicab companies, limousine companies, buses, courtesy vehicles or other ground transportation providers not contracted with the airport, shall park in an area other than that allocated to the airport's contracted ground transportation provider. Such areas shall be designated by the Airport Manager.

5. REMOVAL OF ILLEGALLY PARKED VEHICLES

Any vehicle found parked over 30 days in any parking area or in a non-parking area or in violation of any provision of these Rules and Regulations, the Airport Security Program or other law, may be ticketed and removed at the direction of the Airport Manager, the Sheriff or his Deputies, or City of John Day Police Officer, to any garage or other storage area designated by the Airport Manager, and shall be at the owner's expense and without liability to the County for any damage which may result in the course of such removal. Such removal shall be deemed the abatement of a nuisance or security violation and at the risk of the owner. Before any removal from the storage area of such vehicle, the owner or operator thereof shall pay to the towing company, the towing and storage charges.

6. PARKING PASSES

Parking passes shall be issued by the Airport Manager in the event of extended heavy use of the public parking lots. These passes will entitle the holder to park their vehicle near the terminal, at the direction of the Airport Manager. Passes must be displayed in the front windshield of the vehicle at all times. Passes may be revoked by the Airport Manager at any time.

SECTION NINE

COMMERCIAL GROUND TRANSPORTATION OPERATIONS

1. GENERAL

The County and the Airport Manager reserve the right to establish and amend rules and regulations pertaining to the operation of commercial vehicles providing ground transportation services at the Grant County Regional Airport. Types of ground transportation services include but are not limited to limousines, charter party carrier of passengers or transportation charter party carrier/limousine or van services, scheduled or on-call van services, courtesy shuttle services including hotel, motel, off-site rental car operators or off-site parking lot operators and taxicab services. These Rules and Regulations govern the operation of ground transportation services upon the airport premises including the terminals, roadways, parking facilities and other surface areas of the Airport. All persons engaged in any phase of the provision of a ground transportation service at the Airport shall at all times comply with the provisions of these Rules and Regulations.

2. COMMERCIAL VEHICLE OPERATING REQUIREMENTS

All commercial ground transportation vehicles operated at the Airport shall be operated in compliance with the following requirements and maintain:

- A valid and appropriate commercial vehicle registration and license plates as required by the State of Oregon.
- Current Oregon State Inspection sticker and safe mechanical condition as required to pass Oregon State Inspection.
- Valid insurance policies in the form and the amount required by State or local law.
- An operating agreement, license, permit or other approval by the Airport, as required for the type of operation conducted.

3. COMMERCIAL VEHICLE DRIVERS REQUIREMENTS

All drivers of commercial vehicles transporting passengers from the Airport shall have a valid State Driver's License as required under Oregon State Vehicle and Traffic Law and have a working knowledge and understanding of all applicable Airport Rules and Regulations.

4. USE OF COMMERCIAL VEHICLES

Operators and drivers of commercial vehicles shall comply with the following:

- No vehicles will park in areas other than those authorized by the Airport Manager.
- No vehicle shall be used to block, cut off or restrict the movement of another vehicle.
- Drivers shall obey all posted speed limits, traffic signs and signals posted on Airport property.
- Drivers shall not double park vehicles or load passengers in any travel lane.

5. OPERATOR AND DRIVER CONDUCT

- Drivers and agents of operators shall be courteous to all members of the public, airport staff and tenants and refrain from the use of profane or vulgar language. They are further prohibited from disorderly, obnoxious, indecent or other acts of nuisance on the Airport.
- No operator, driver or agent of a ground transportation provider shall deceive or attempt to deceive the public through false or misleading representations concerning its prices or services or those of another provider.
- No operator, driver or agent of a ground transportation provider shall solicit any person for the purpose of seeking or trying to obtain passengers for ground transportation services.
- Operators, drivers or agents of ground transportation providers shall not erect, post or place any signs, business cards, flyers or any other advertisements anywhere on the Airport without written approval from the Airport Manager or his designee.
- Ground transportation providers and their employees are prohibited from soliciting gratuities or tips, directly or indirectly, from passengers transported to or from the Airport.

- No operator, driver or agent of a ground transportation provider may conduct vehicle maintenance while on Airport property without prior approval from the Airport manager or his designee. All disabled vehicles shall be removed in a timely manner. If towing is delayed or is of an urgent nature, the Airport may elect to initiate a call for towing services. In such an instance, the towing and storage expenses will be the responsibility of the ground transportation operator.

6. ALCOHOL AND DRUGS

No person shall operate a vehicle or mobile equipment while under the influence of alcohol or drugs on any part of the Airport property.

7. OPERATING FEES

The Airport Manager is authorized to assess and collect fees from ground transportation operators not under contract with the Airport to provide these services, who operate on Airport property.

SECTION TEN

FEES, RATES AND CHARGES

1. LEASE RATES AND RATES & CHARGES POLICY

- The County will not discriminate against any tenant, prospective tenant or airport user on the grounds of race, creed, color, national origin, gender or sexual orientation.
- Rates charged will be in accordance with those rates already in existence for other tenants who provide like services. On no account will the County provide preferential treatment to one tenant over another. However, newly established rates can be charged to new lessees and these new rates will apply to existing leases when they are renewed or as authorized within the context of the lease agreement.
- Rates charged for unimproved land can be adjusted each year by the previous year's Consumer Price Index for all Urban Consumers (CPI-U). The current unimproved land lease rate is \$0.15 per square foot per annum, subject to change at any time.
- Rates charged for improved land can be adjusted by the previous year's Consumer Price Index for all Urban Consumers (CPI-U). The current improved land lease rate is \$0.16 per square foot per annum, subject to change at any time.
- It is the goal of the Airport to be as self-supporting as possible, in accordance with FAA Airport Grant Assurances. The system of rates and charges is developed to reflect fair compensation for the use of the facility by all users (see Airport website for current rates).

2. TIE-DOWN FEES

Tie-down and parking-area rental fees shall be, from time to time, updated by the Airport Commission. Rules and regulations for tie-down areas and enforcement thereof shall be as established by the Airport Commission.

Currently there are three tiers of fees for fixed wing aircraft:

- Small single-engine aircraft
- Small multi-engine aircraft
- Medium turbo-engine and corporate jet aircraft

The tie-down fees for each tier will be available in the Airport office, and subject to change.

3. HELICOPTER TIE-DOWN FEES

Helicopters that park immediately to the south of the USFS Helibase Lease area shall be subject to a tie-down fee of \$50 per night. Each parking area will include room for a refueling truck and support vehicles.

Helicopters purchasing aviation fuel directly from the Grant County Regional Airport shall be subject to a tie-down fee of \$25 per night. Each parking area will include room for a small support truck.

4. **AIRLINE FEES**

Regularly scheduled airlines shall pay landing fees pursuant to and in accordance with the terms and conditions outlined in the Airline lease agreement. A minimum landing fee of \$20 per commercial operation or \$2.00 per thousand pounds of maximum gross takeoff weight for all aircraft over 7,000 lbs will be collected for commercial/charter operations, which fee may be waived by the Airport Manager if the charter purchases fuel from the airport.

5. **NONPAYMENT OF FEES**

The Airport Manager may detain or place a lien on aircraft, vehicles, or property for nonpayment of storage, airport service, parking, fuel expenses or other fees.

6. **FUEL FLOWAGE FEES**

A per-gallon fee will be paid by the vendor on all aircraft fuel delivered to any truck or aircraft at Grant County Regional Airport. The vendor shall file a monthly report on an Airport-approved format of such deliveries. Payment of the fuel-flowage fees shall accompany the report. The vendor shall pay to the Airport within thirty (30) days following the end of each calendar month, without demand or invoicing, the per-gallon fee charges for the preceding month at the rate and in the amount then currently approved in the Airport Fee Schedule; or immediately prior to the permanent departure of the aircraft, whichever is sooner. The vendor shall provide to the Airport for calculation of per-gallon fee charges a copy of its monthly fuel-flowage report and the number of gallons delivered by the due date. The report and payment of fuel-flowage fee must be received in the Airport Manager's office on or before the delivered due date as described above. The current fuel-flowage fee will be published and available at the Airport Manager's office.

7. **WAIVERS**

The County may from time to time waive and/or adjust all fees for the Airport.

8. **PERMITS, AGREEMENTS & LEASES**

1) **COMMERCIAL ACTIVITY**

All commercial operators conducting activities of any type on Grant County Regional Airport property, or using Grant County Regional Airport property as a base of operations, shall notify Airport Management of such activity by providing proof that the company is licensed to do business in the State of Oregon. Activities approved by license, agreement or lease shall be restricted to the activities specifically described in the license, agreement or lease and any applicable Minimum Standards. Forms for such permits, agreements and leases and copies of the Airport Minimum Standards may be obtained from the Airport Manager's office.

In the event the Airport agrees to an activity for which there is not an appropriate agreement or lease, Airport management will make a recommendation to the Airport Commission for the terms, conditions and rates.

2) **LEASE ASSIGNMENTS**

If any of the non-commercial hangar land lessees propose a commercial operation, then they will be required to fill out a complete new lease application and have the commercial operation reviewed by the Airport Commission and approved or denied by the County Court. A lease assignment fee of \$25 will be paid to the airport prior to consideration by the County Court.

Leases/hangars used for non-commercial purposes/airplane storage do not require a complete lease application but do require contact information and the registration number of the aircraft intended to be housed in the hangar.

Non-commercial lease agreements will require the following:

- The name of the new owner, including those authorized to execute documents if transferred to a corporation.
- The address of the new owner

- The telephone number of the new owner
- An e-mail address, if available, for the new owner
- Two contacts to assist in finding the owner if they move and the post office is no longer forwarding their mail.
- The N number of the aircraft to be stored in the hangar.
- If no aircraft is presently owned, a stated plan on when and how aircraft are to be stored in the hangar (e.g., a plan to build a home-built aircraft, a plan to purchase an aircraft by a certain date, or a plan to rent the hangar for aircraft storage until an aircraft is purchased).
- An acknowledgement that the hangar is to be used primarily for aircraft storage.
- A name change for the hangar owner, a name of the corporation, or placing the lease into an estate planning trust in not-a-lease-assignment if the people owning the lease have not changed.
- Proof of liability insurance.

3) **AIRPORT CONSTRUCTION AND OBSTRUCTION CONTROL**

No person shall commence any construction project on Airport premises without first obtaining written permission from the Airport Manager and without strict compliance and adherence to the safety specifications and direction of the Airport Manager. The Airport Manager will review all requests for building permits and approve or disapprove on the basis of the Airport Minimum Standards, any Airport Tenant Design Standards, the then current Airport Master Plan, the current FAA approved Airport Layout Plan, and the potential benefit to the public and the aeronautical community. Construction shall not begin until FAA has approved via an FAA form 7460 process.

4) **REMOVAL AND IMPOUNDMENT OF PROPERTY**

The Airport Manager, or his duly authorized representative, may remove from any area of the airport, including any leased premises, any aircraft, motor vehicle, or other property which causes or constitutes, or reasonably appears to cause or constitute, an imminent or immediate danger to the health or safety of the persons using the air terminal or a significant portion thereof. The expense of such removal and any storage fees shall become a lien chargeable to the owner and/or operator of such aircraft, motor vehicle or other property, payable to the Grant County Regional Airport.

5) **ABANDONED/DERELICT AIRCRAFT**

No person may abandon an aircraft on the Airport, nor allow an aircraft parked on the Airport, from becoming derelict or a hazard to other airport users. If the owner of an aircraft which appears to be abandoned or derelict cannot be contacted, a notice shall be placed on the aircraft stating that the aircraft must be moved from the parking ramp within six weeks, or the aircraft will be impounded and removed.

9. **USE OF HANGARS/ENVIRONMENTAL**

Hangars are intended to be used primarily for aeronautical purposes.

- i) Each Hangar owner shall annually report the N number of each aircraft stored in a hangar.
- ii) A limited amount of personal property of the aircraft owner may be stored in the hangar, so long as the primary use of the hangar is for aircraft storage.
- iii) The personal property of anyone other than the aircraft owner is not permitted to be stored in the hangar.
- iv) Hangars may be rented for aircraft storage, and the airport must be notified of the N number of the aircraft being stored and of the contact information for the aircraft owner or primary user of the aircraft.
- v) Hangars may be used for crew rest or use by air crews on standby or alert to fly.
- vi) Crew rest is not intended as crew quarters for pilots beyond a 24-hour period.
- vii) Proof of liability insurance must be given to the Airport Manager.

10. NON-EXCLUSIVE RIGHTS

Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the Permit Holder, Agreement Holder, or Lessee, which areas shall be for the Permit Holder, Agreement Holder, or Lessee's exclusive use.

11. ENVIRONMENTAL COMPLIANCE

- 1) No person shall cause or allow non-allowable storm water and non-storm water discharges to be released to the storm water system, or any Hazardous Material to be released to the storm-sewer system except as specifically permitted under the Clean Water Act (33 USC & 1251 et seq.).
- 2) Washing of Aircraft: Wastewater from aircraft-washing operations shall be disposed only in accordance with all applicable local, state, and federal environmental rules and regulations.
- 3) Aircraft Repairs and Painting: Aircraft shall be stored and major repairs which would require a sign-off by an A&P mechanic shall be made only on leased sites where specifically permitted. Aircraft-repair work may be performed on ramps or aprons only with the prior permission from the Airport Manager. Spray painting will only be conducted in facilities designated for this purpose.

12. TRAINING ROOM/CONFERENCE ROOM RENTAL

All parties wishing to rent the Training Room or Conference Room shall complete the Training Room Rental Form prior to use of the room. A \$100 deposit is required for use of the kitchen. Full payment is due by the end of the event, until prior arrangements are made with the Airport Manager. All reservations are on a first-come, first-served basis. Cancellations are subject to a cancellation fee, if made within one week of the event. Current room rental rates are available at the Airport Office.



City of Ontario

Municipal Airport Authority

Standard Manual of Airport Rules and Regulations



City of Ontario Municipal Airport Authority

Standard Manual of Airport Rules and Regulations

For the:

Ontario Municipal Airport – City of Ontario, Malheur County, Oregon

Adopted: December 2017

TABLE OF CONTENTS

- [SECTION 1](#) – DEFINITIONS
- [SECTION 2](#) – GENERAL INFORMATION
 - PURPOSE
 - INTRODUCTION
 - APPLICABILITY
 - VIOLATIONS AND PROCEDURES
 - AIRPORT OPERATIONS (PUBLIC USE)
 - GENERAL AUTHORIZATION
 - EFFECTIVE DATE
- [SECTION 3](#) – GENERAL REGULATIONS
 - SCOPE
 - LOST ARTICLES
 - LIABILITY
 - RESPONSIBILITY FOR DAMAGES
 - ACCIDENT REPORT
 - GROUND TRANSPORTATION
 - BUILDING REQUIREMENTS AND GROUND RENTAL
 - RESTRICTED AREAS AND AIR OPERATIONS AREA
- [SECTION 4](#) – PERSONAL CONDUCT
 - COMPLIANCE WITH SIGNS
 - ENVIRONMENTAL POLLUTION AND SANITATION
 - ANIMALS
 - FIREARMS AND WEAPONS
 - PRESERVATION OF PROPERTY
 - DAMAGES AND TAMPERING WITH AIRCRAFT
 - MAINTENANCE AND EQUIPMENT IN APRON AREA
 - ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES
 - USE OF LAW ENFORCEMENT AGENCIES

- [SECTION 5](#) – AERONAUTICAL
 - GENERAL RULES
 - ACCIDENTS
 - CATEGORIES OF AIRCRAFT, ACTIVITIES, RULES AND OPERATIONS
 - TAXI AND GROUND RULES
 - FLIGHT INSTRUCTION
 - USE OF STORAGE HANGARS
- [SECTION 6](#) – MOTOR VEHICLES
 - RULES OF OPERATION
 - LICENSING, REGULATION, AND SPEED LIMITS
 - ACCIDENT PROCEDURE AND EMERGENCY
 - VEHICLE OPERATIONS ON AIR OPERATIONS AREA
 - RESERVED AND PUBLIC PARKING
- [SECTION 7](#) – FIRE, SAFETY, AND HAZARDOUS CARGO
 - GENERAL
 - FUELING OPERATIONS
 - AUTHORITY TO DISPENSE AVIATION FUEL
 - INSTALLATIONS AND FUEL TRANSPORTING VEHICLES
 - SMOKING
 - STORAGE OF MATERIALS AND HAZARDOUS MATERIALS
 - APRONS, BUILDINGS, AND EQUIPMENT
 - FIRE EXTINGUISHERS
 - AIRCRAFT SUSPECTED OF CARRYING EXPLOSIVES
 - INSPECTION OF POSSIBLE HAZARDOUS AIRCRAFT
- [SECTION 8](#) – CHARGES
 - COMMERCIAL OPERATIONS
 - AIRCRAFT SERVICING FEES
 - LANDING FEES
 - AIRCRAFT PARKING FEES
- [SECTION 9](#) – PROCEDURE FOR RECEIVING AND PROCESSING APPLICATIONS
 - GENERAL
 - APPLICANTS
- [SECTION 10](#) – SPECIAL AIRPORT USES
 - LANDING FACILITIES
 - OPERATION OF NON-POWERED AIRCRAFT
 - CROP DUSTING
 - GENERAL
- [SECTION 11](#) – MISCELLANEOUS
- [APPENDIX](#)
 - MINIMUM STANDARDS FOR COMMERCIAL OPERATORS AND FIXED BASE OPERATORS

○ AIRPORT AUTHORITY SECURITY MEASURES

SECTION 1 – DEFINITIONS

Unless specifically defined otherwise, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

The Ontario Municipal Airport is operated by the City of Ontario.

1. Aircraft – “Aircraft” shall mean a manned machine or device, such as an airplane, helicopter, glider, or dirigible, which is capable of atmospheric and navigational flight.
2. Airport – Shall mean all property and improvements within the boundary lines of any airport operated or controlled by the City of Ontario Airport Authority, except when otherwise noted.
3. Airport Authority – The City of Ontario Airport Authority here and after as the “Authority” and also referred to as the “Owner” of the municipal ramp and shall consist of the City of Ontario Council and City Manager.
4. Airport Manager – Means the chief executive officer for the Authority, who under administrative direction of the Authority, manages the operation, maintenance and development of the municipal Airport and performs other duties as assigned.
5. Airport Operations Area (AOA) – The area of the airport used for landing, take-off, or surface manoeuvring of aircraft, including the areas around hangars, navigation equipment, and communication facilities.
6. Apron or Ramp – The areas of the airport within the Airport Operations Area (AOA), equipped for loading, unloading, servicing, or parking of aircraft.
7. Authorized Area – A specific location, approved by the Authority, accessible only to specific authorized personnel.
8. Authorized Representative/Employee – An individual or individual(s) designated by the Airport Manager.
9. Cargo – Any property carried onto an aircraft, other than mail and baggage.
10. Commercial - An individual who, for compensation or hire, engages in air commerce, the carriage by aircraft of persons or cargo, other than as an air carrier or foreign air carrier or under the authority given by an administrator. Where it is doubtful that an operation is for “compensation or hire,” the test is whether the carriage by air is merely incidental to the person’s other business or is, in itself, a major enterprise for profit.
11. FAA – Federal Aviation Administration
12. Fixed Based Operator – Any person who shall have entered into a written agreement with the Authority for the use of any business located on the airport that provides services such as hangar space, fuel, flight training, repair, and maintenance to airport users, or any person or firm hired directly by the City of Ontario Municipal Airport Authority to act as a FBO.
13. Flammable Liquids – Any liquid substance that is combustible and can burn or cause a flame.

14. Instructor – Any individual giving or offering to give instruction in the operation, construction, repair or maintenance of aircraft.
15. Motor Vehicle – A self-propelled contrivance designed for the carriage of persons or things from point-to-point.
16. Non-Operating Aircraft – Any aircraft located on an airport which does not possess a current certificate of air worthiness issued by the Federal Aviation Administration, and is not actively being repaired to become an operating aircraft.
17. Person – Any individual, partnership, firm, corporation, company, or duly authorized representatives thereof.
18. Ramp – A particular area on a land airport, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling and parking.
19. Regional Airport – Shall mean all aircraft movement areas which are accessible to civil aircraft under the existing Coast Guard Joint Use Agreement.
20. Restricted Area – Any area of the airport designated to prohibit or limit access to only those persons authorized by the Airport Manager.
21. Refueling Trucks – Means any motor vehicle used for the transporting, handling, or dispensing of aviation fuel, oils, and lubricants.
22. Rules and Regulations – Shall mean these Rules and Regulations of the Authority, adopted by the Authority, and may be amended from time-to-time by the Authority.
23. Runway – A restricted area used for take-offs and landings of an aircraft.
24. Taxiway – Portions of the Airport Operations Area (AOA) authorized by the Authority for the surface manoeuvring of aircraft.
25. Vehicle – Any device by which any person or property is or may be transported or drawn upon a highway, including bicycles.

SECTION 2 – GENERAL INFORMATION

PURPOSE

This document describes the Rules and Regulations for all users of the Airport owned and operated by the City of Ontario Municipal Airport Authority.

INTRODUCTION

Judicious and proper administration requires that rules and regulations that establish the minimum acceptable conduct for Airport users and employees are adopted. This requirement provides protection from irresponsible and/or unsafe operations.

APPLICABILITY

These Rules and Regulations apply to any person(s) or entity utilizing the Airport.

VIOLATIONS AND PROCEDURES

If the Airport Manager concludes that any of these Rules and Regulations have been disregarded, and that he/she cannot resolve the matter satisfactorily by notice to and discussion with the offending party, then formal action shall be taken against the party by the Airport Manager. These actions may include suspension of airport operations or revocation of the party's right to utilize the Airport. A person who has had their airport privileges suspended by the Airport Manager may appeal that decision to the Airport Authority. A written notice must be filed with the Airport Authority within 30 days of the effective date of suspension.

GENERAL AUTHORIZATION

In any circumstances not specifically covered by these rules and regulations, the Airport Manager shall be authorized to make reasonable decisions as can be deemed necessary and proper. All such actions may be subject to review by the Airport Authority. At all times, the Airport Manager shall have the authority to take reasonable action as may be necessary, including use of local law enforcement, to enforce these rules and regulations and to efficiently manage the airport and its operations.

AIRPORT OPERATIONS (PUBLIC USE)

The Ontario Airport is open to authorized airport users 24 hours a day, 7 days a week, unless closed due to weather or other emergency reasons or unless otherwise designated by the Airport Authority. The FBO (Fixed Based Operator) hours will be fixed by the FBO as per contract with the City of Ontario Municipal Airport Authority.

EFFECTIVE DATE

These Rules and Regulations shall become effective on December 2017.

SECTION 3 – GENERAL REGULATIONS

3.1 SCOPE

- A. All users of the Airport shall be governed by directions from the Airport Manager, these Rules and Regulations, and the directions of the City of Ontario Municipal Airport Authority (COMAA) or designated representative. These regulations are subject to change by the Airport Authority at any time, based on experience, need, and operating conditions.
- B. As a user of the airport and its facilities, each individual shall be obligated to obey all the regulations herein provided and adopted by the Authority.
- C. The privilege of using the airport shall be conditioned on the assumption that the user shall take on full responsibility and risk, and he shall release and hold harmless, and indemnify the FAA and Airport Authority, its officers, and employees from any liability of loss resulting from such use.

- D. The privilege of using the airport shall be upon the further condition that any person(s), corporations, co-partnership, or others desiring to use the same as Commercial Operator or Fixed Based Operator, shall produce a policy of indemnity against personal injury and property damage.
- E. Any person violating any of the airport Rules and Regulations may be punished at the discretion of the Airport Authority, or provided by law; deprivation of the use of the municipal airport facilities for a specific period of time as may be necessary.
- F. These regulations are not intended to supersede, modify, or amend any provision of Federal, State, or Local Law; however, these regulations shall as possible, be interpreted so that no conflict arises.
- G. If any portions of these Rules and Regulations prove to be invalid or unenforceable, all other portions of this document shall remain in effect to achieve purposes hereof.
- H. Any proposed changes to these Rules and Regulations shall be dated and posted by the Airport Authority at the airport for a period of (30) days. Comments on the proposed changes may be submitted by the general public in writing to the Authority, during this time period. After review of all comments, revisions may be made and the final draft of the proposed changes will be published. Copies of the changes will be posted at the airport and provided to all holders a copy of the manual.
- I. No person shall engage in a business or commercial operation on the Airport, without the approval of the Airport Authority or designated representative.
- J. The soliciting of business, fares, or funds for any purpose on the airport without the permission of the Airport Authority or designated representative is prohibited.
- K. No individual, partnership, corporation, or business shall construct any building, sign, or structure, or modify any pre-existing facility without permission and approval of the Airport Authority.

3.2 Lost Articles

All lost articles should be turned in to the Airport Manager by the finders. If the articles are not claimed within (60) days they shall be disposed of as determined by the Airport Manager.

3.3 Liability

The Airport Authority assumes no responsibility for loss, injury, or damage to any person(s) or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, lightning strikes, or acts of God, nor does it assume any liability for injury to person(s) while on the airport, or while using airport facilities.

3.4 Responsibility for Damages

Any person(s) causing damage to or destroying airport property of any kind, including buildings, fixtures, and facilities, shall be fully liable to the Airport Authority. Any and all damage shall be reported directly to the Airport Manager.

3.5 Accident Report

All person(s) involved in any accident, whether personal, aircraft, or automotive, occurring on the Airport, shall make a full verbal report to the Airport Manager as soon after the accident as possible, and in any event within 24 hours after it has occurred. Based on the verbal report, a written report may be required.

3.6 Ground Transportation

All carriers (Not defined) shall load and unload passengers in areas designated by the Airport Authority.

3.7 Building Requirements and Ground Rental

Any person desiring to construct any building or facility on the Airport shall be required to submit plans and specifications to the Airport Manager. The plans shall consist of: a general layout, drawn to scale, showing the desired amount of ground required for the operation of the building or facility, in addition to the portion occupied by the building or facility. All buildings and facilities constructed upon the Airport shall conform to the Building Code requirements of the state of Oregon, City of Ontario and Malheur County and be approved by the Airport Authority. Prior to any construction, all licenses and permits must be obtained. Once plans have been approved, a lease may then be entered into at the rate set by the Airport Authority.

3.8 Restricted Areas and Air Operations Areas

All areas of the airport, except the FBO building are restricted and no person shall enter upon the Air Operations Area, or any hangar, except:

Person(s) assigned to duty therein;

1. Authorized representative of the FAA/Airport Authority;
2. Passengers under appropriate supervision, entering the Air Operations Area for the purpose of deplaning and enplaning;
3. Aircraft Owners or Renters and/or their authorized representatives; and
4. Business representatives in the conduct of their business with the tenants.

SECTION 4 – PERSONAL CONDUCT

4.1 Compliance with Signs

All individuals shall observe and abide by all posted signs governing activities and/or demeanour of the respective individual while at the Airport.

4.2 Environment Pollution and Sanitation

While on Airport property, individuals shall limit activities in such a manner as not to cause littering or any other form of pollution.

- a. No person shall dispose of garbage, papers, or any other forms of trash including cigarettes, cigars, and matches, except in the receptacles provided.
- b. No person shall keep any uncovered trash containers in any area of the airport. Areas to be used for trash and garbage containers shall be designated by the Airport Authority. Such areas shall be kept clean and sanitary at all times.
- c. Any solid or liquid, which may be spilled at the Airport, shall immediately be cleaned up, by the person responsible for such spillage, and reported immediately to the Airport Manager of Operations.

4.3 Animals

No person shall enter the Airport with any animal without the permission of the Management, except;

- a. Dogs or other animals which are to be transported by air within a suitable container properly equipped for air travel.
- b. Dogs or other animals which are restrained by leash, or properly confined and under the supervision of an adult.

Animals shall be allowed to the extent mandated by applicable law, including “service animals” pursuant to the Americans with Disabilities Act.

4.4 Firearms and Weapons

- a. All applicable federal and state laws shall be followed with regard to firearms on the premises.

4.5 Preservation of Property

No person shall destroy, injure, deface, or disturb any building, sign, equipment, marker, or other structure on the Airport; nor alter, make revisions to, or erect any building or sign on the Airport without prior approval of the Airport Authority. No person shall travel upon any part of the Airport other than the designated roads, walks, or other marked rights-of-way provided by the Airport for specific purpose.

4.6 Damages and Tampering with Aircraft

All person(s) shall be fully responsible for all damages to buildings, equipment, and real property in the ownership or custody of the Airport Authority, caused by abuse, carelessness, or negligence. No person shall interfere or tamper with any aircraft, or use any aircraft, aircraft parts, instruments or tools, without the permission from the owner or by specific direction of the Airport Authority.

4.7 Maintenance and Equipment in Apron Area

All tenants shall maintain their leased property in such condition or repair, cleanliness, and general maintenance as acceptable to the Airport Authority. All ramp equipment shall be parked and kept in a neat,

orderly manner. No receptacles, cases, or housing shall remain on the apron or ramp area that does not fit in with architectural and cleanliness standards of the rest of the installation. Final approval of these items rests with the Airport Authority.

4.8 Alcoholic Beverages and Controlled Substances

1. No person under the influence of liquor or narcotic drugs shall operate any motor vehicle or aircraft of any type at the Airport.
2. The consumption of alcohol is not permitted on the Airport Property unless permitted in certain areas and times with the permission of the Authority.

4.9 Use of Law Enforcement Agencies

In the event a situation arises that is beyond the control of the Airport Management to deal with, the Ontario Police Department or the Malheur County Sheriff shall be called upon by the Airport Manager or the Airport Authority. The Airport Authority grants permission to the Malheur County Sheriff's Department and Ontario City Police Department to enter the premises and enforce the Rules and Regulations adopted by the Airport Authority.

4.10 Unaccompanied Minors

Unaccompanied minors under the age of 16 are not permitted on airport property without permission of the Airport Manager.

SECTION 5 - AERONAUTICAL

5.1 General Rules

- a. Compliance with Orders

All aeronautical activities shall be conducted in compliance with the then current Federal Aviation Regulations, with these Rules and Regulations, and with the then Authority Minimum Standards.

- b. Inattentive Operations Prohibited

1. No person shall operate any aircraft at the Airport in a careless manner or in disregard of the safety of others.
2. All individuals using the Airport shall be liable for any damage to property caused intentionally, accidentally, or by negligence on or over the Airport.

- c. Disabled Aircraft

All aircraft owners shall be responsible for the prompt removal of all disabled aircraft and their parts at the Airport, when directed by the Airport Manager.

- d. Cleaning, Maintenance, and Repair of Aircraft.

The cleaning, painting, washing, and repairing of any aircraft, shall only be permitted in approved areas by the Airport Authority.

- e. Certification of Aircraft and Licensing of Pilots

As required by the FAA, all aircraft operating at the Airport shall be required to display on board a valid Airworthiness Certificate issued by the FAA, and shall display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government. All person(s) operating aircraft are required by the FAA to possess an appropriate certificate or license issued by the FAA. If requested by the Airport Manager, the pilot or operator shall be required to show these documents.

5.2 Accidents and Incidents

The pilot of any aircraft involved in an accident on the Airport causing injury or damage to any property other than the aircraft, shall make a prompt and complete written report concerning the accident or incident to the office of the Airport Manager within (48) hours of the time that the accident or incident first occurred. All incidents shall be reported in accordance with all FAA and NTSB regulations. Airport property destroyed or damaged by an accident shall be paid for by the responsible parties.

5.3 Categories of Aircraft, Activities, Rules and Operations

Final determination as to proper designation of any aircraft shall rest with the Airport Authority. Charges as shown in Section 8 shall be determined according to the following classifications:

- A. Private
 - 1. Private aircraft may be used by person(s) other than the owner provided that it is not rented or leased by the owner for a profit.
 - 2. Company and corporation owned aircraft that are operated for the free transportation of their and other personnel and/or products are classified as private aircraft and subject to the restrictions as listed above.
- B. Commercial Aircraft Use:
 - 1. For rental, hire, or charter
 - 2. Student instruction and occupations for hire
 - 3. Any aircraft used for commercial services and not otherwise covered in these regulations.
- C. Air Taxi (Commuters)
 - 1. Contract:
All federally certified Air Taxis or Commuters holding a contract with the Airport Authority for Airport usage.
 - 2. Non-Contract:
All Air Taxis or Commuters not covered in this Section.
- D. Rotorcraft Operation Rules

1. Rotorcraft shall avoid fixed wing aircraft traffic patterns and altitudes to the maximum extent possible, with safety precautions.
2. Rotorcraft shall not be operated within fifty (50) feet of any areas on the Airport where unsecured light aircraft are parked.

Aircraft Activities

1. No fixed wing or rotary wing aircraft shall be allowed to operate at the City of Ontario Municipal Airport unless the aircraft has a current Airworthiness Certificate and is operated by a licensed pilot or student pilot holding a valid medical certificate, except aircraft being taxied by a qualified mechanic for maintenance purposes or operated under a valid ferry permit.
2. The owners of all aircraft based on the Airport will register their aircraft with the Airport Authority.
3. All aircraft shall comply with all applicable Federal Aviation Regulations, including but not limited to:

Federal Aviation Regulations

1. Part 61 – Certification: Pilots & Flight Instructors
2. Part 65 – Mechanics 65.71 thru 65.95
3. Part 67 – Medical Standards and Certifications
4. Part 91 – General Operating & Flight Rules
5. Part 93 – Specific Air Traffic Rules & Airport Traffic Patterns
6. Part 135 – Air Taxi Operators & Commercial
7. Part 137 – Agricultural Aircraft Operators
8. Part 141 – Pilot Schools
9. Part 43.3g – Aircraft Owner Repairs/Preventive Maintenance
10. Part 145 – Repair Stations

National Transportation Safety Board Regulations:

1. Part 830 – Notification & Reporting of Aircraft Accidents

Airport Operations:

- a. The Airport Manager may prohibit aircraft movement at any time, under any circumstances when the Airport Manager deems necessary.

5.4 Taxi and Ground Rules

Aircraft Parking

- a. Aircraft may only be parked in designated spaces and in the manner prescribed by the Authority. If this rule is violated, the aircraft parked may be subject to removal by the direction of the Airport Authority.

- b. No aircraft shall be left unattended on the Airport unless it is in a hangar or securely locked or tied down.
- c. Any materials left in the aircraft are the sole responsibility of the aircraft owner/pilot. Theft or vandalism of any materials is not the responsibility of the Authority.

Non-Flyable Aircraft

- a. No person will be allowed to park an aircraft in non-flyable condition on Airport property, for period over (90) days, without written permission from the Authority.
- b. If an aircraft is parked or stored in non-flyable condition on the Airport, violating this Section, the Authority shall notify the owner or operator by certified or registered mail, requiring the removal of the aircraft within (15) days of the receipt of notice.
- c. Aircraft not removed as required will be removed by the Authority at the owner's expense.

Other

- a. Engine Run-up – Aircraft shall not perform run-up or prolonged engine test operations in any area that would result in a hazard to other aircraft, person(s), or property
- b. No person shall run any engine in any aircraft unless a competent person is in the aircraft attending the engine controls.

5.5 Use of T-Hangars and Storage Hangars

- a. T-hangars and storage hangars shall not be used for any purpose that would interfere with the use of other buildings and structures in the neighbourhood of the leased premises.
- b. T-hangars shall be used for storage of aircraft in accordance with the current lease. These hangars shall not be used for any other purpose without written permission from the Authority.
- c. No alterations may be made to the hangar structure without written approval by the Authority.

SECTION 6 – MOTOR VEHICLES

6.1 Rules of Operation

- a. No person will be allowed to operate a motor vehicle of any kind in a reckless manner or in excess of the speed limits prescribed by the Airport Authority, and in no event in excess of 15 miles per hour in ramp, apron, aircraft parking, and hangar areas.
- b. Pedestrians and aircraft will at all times have the right of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.
- c. All person(s) operating a motor vehicle on the Airport shall give proper signals, and observe the directions of posted traffic signs.
- d. No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle or aircraft on the Airport.

- e. No person shall operate any motor vehicle on the Airport overloaded or carrying more passengers than those for which the vehicles were designed.
- f. No vehicle shall be operated on the Airport if it is equipped or loaded as to endanger persons or property.

6.2 LICENSING, REGULATION, AND SPEED LIMITS

Licensing and Regulation

- 1. All motor vehicles will park in designated parking areas.
- 2. The installation of two-way radios does not permit the operation of vehicles on the Airport without prior permission by the Airport Manager.
- 3. No person shall abandon any motor vehicle on the Airport. The Airport Authority has the authority to tow or otherwise move motor vehicles which are parked by their owners on the Airport in violation of the designated parking areas.

6.3 Accident Procedure and Emergency

The operator of any vehicle involved in an accident on the Airport which results in injury or death of any person(s), or property damage, shall immediately stop the vehicle at the scene of the accident in order to render necessary assistance. The operator shall immediately give notice of the accident to the Airport Manager and the Ontario Police Department or County Sheriff Office. The operator of each vehicle shall provide the name and address of owner and driver of the vehicle, as well as the operator's license, vehicle registration, and the name of the liability insurance carrier for the vehicle, to any person injured, the driver of the vehicle damage, and to any police officer. In the event of an emergency on the Airport, notification should be given to the following:

- 1. The FBO Office (if in radio contact)
- 2. 911 Emergency Operator
- 3. The Airport Manager – Office: 541-881-8848 or cell: 541-212-1676

6.4 VEHICLE OPERATIONS ON AIR OPERATIONS AREA (AOA)

Permission

No motor vehicle shall be permitted on the Air Operations Area without specific permission granted by the Airport Manager. All vehicles shall at all times yield right-of-way to aircraft.

Rules of Operations

- a. No motor vehicle shall be parked on any part of the AOA except authorized trucks and other vehicles necessary for the servicing and maintenance of aircraft and transportation of passengers on the Airport.
- b. No person shall park a vehicle so that it blocks or obstructs: fire hydrants, gates, emergency exits, and building entrances or exits.
- c. Aircraft taxiing on any runway, taxiway, or apron area shall always have the right-of-way over any vehicular traffic.

6.5 Reserved and Public Parking

Public Parking

- a. Operators of motor vehicles using public parking facilities at the Airport shall abide by all regulatory signs and markings.
- b. No vehicle shall remain in the public parking facility for more than (30) consecutive days without the permission of the Authority.
- c. Reserved Parking

No person shall park any vehicle in any reserved parking area on the Airport without a valid permit issued by the Airport Authority permitting parking in such specified areas.

SECTION 7 – FIRE, SAFETY, AND HAZARDOUS CARGO

7.1 General

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property.

7.2 Fueling Operations

- a. No aircraft shall be fueled or de-fueled while one or more of the engines are running, or the aircraft is then being warmed by external heat, or while such aircraft is in a hangar or enclosed space.
- b. No person shall start the engine of an aircraft if there is any gasoline or other volatile fluid on the ground or otherwise when starting the engine could ignite such fuel.
- c. All aviation fuels and oils for sale on Airport property shall be dispensed only by the Airport Authority or FBO Operator. No fuel shall be stored by any persons without the permission of the Airport Authority while on Airport property.
- d. Aircraft being fueled shall be positioned no closer than (10) feet from any hangar or building. Fuel trucks whether loaded or empty shall never be in hangars, nor be parked less than (10) feet from any hangar or building.
- e. No fuel, grease, oil, or flammable liquids shall be allowed to flow in any Airport sanitary or storm drain system. Any person(s) involved in a spillage of fuel shall be held responsible for expeditious

notification to the Airport Manager and will be held responsible for immediate clean-up of the affected area. In the event of a fuel spillage, no vehicles shall be moved or operated in the vicinity of the spill until the spillage is removed.

- f. No person is permitted to fuel or de-fuel an aircraft while passengers are on board.
- g. No person shall park motorized ground equipment near any aircraft that prevents it or the aircraft from being driven or towed away in case of an emergency.
- h. Prior to making a fueling connection to the Aircraft, the fueling equipment shall be physically bonded or grounded to the aircraft being fueled by use of a cable, thus providing a conductive path to equalize the electric potential between the fueling equipment and the aircraft.
- i. All hoses and funnels used in fueling and de-fueling operations shall be equipped with a bonding/grounding device to prevent ignition of volatile liquids.
- j. When a fire occurs in a fuel delivery device while servicing an aircraft, fueling shall be stopped immediately and all emergency valves shall be shut off. Then notify 911 and the Airport Manager immediately.

7.3 Authority to Dispense Aviation Fuel

Only those individuals who have been authorized by the Airport Manager or Authority may dispense fuel into any aircraft at the airport operated by the Authority.

7.4 Fuel Farm Installations and Fuel Transporting Vehicles

Fuel Farm Installations

- a. All fuel farm installation shall conform to the appropriate National Fire Protection Association Standards, City/County Fire Codes, Federal, State, and local laws. There shall always be NO SMOKING within (100) feet of the fuel farm installation.
- b. Fuel installations shall always be kept-up and maintained removing all debris in order to prevent FOD.
- c. Fire extinguishers shall always be maintained in an accessible position, and in an operable condition with an un-expired certification date.
- d. No fuel or fuel-transporting vehicle shall be left unattended during loading or unloading of fuel at a fuel farm.

Fuel Transporting Vehicles

Each fuel transporting vehicle will be labelled on both sides and rear of the cargo tank with the word "FLAMMABLE," "NO SMOKING," and "FUEL TYPE."

7.5 Smoking

Smoking or carrying lighted smoking materials or striking matches or other devices is only permitted in designated smoking areas.

7.6 Storage of Materials and Hazardous Materials

Storage of Materials

1. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with the applicable City and/or County Codes. Buildings shall be provided with fire-suppressant devices and first-aid equipment as required.
2. No person shall keep, transport, or store any lubricating oils on the Airport except in specified containers or receptacles and regulated amounts.
3. All hazardous waste shall be disposed of in accordance with applicable regulations.

Transport of Hazardous Materials

- a. No person shall handle, transport or store any cargo containing explosive materials without the permission of the Airport Authority.
- b. No person may accept any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with the current provisions of the Federal Regulations.
- c. Any person transporting hazardous articles shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments.

7.7 Aprons, Buildings, and Equipment

All persons on the Airport shall keep all areas of the premises leased or used by them clean and free of oil, grease and other flammable material. The floors of hangars shall be kept clean, free from waste materials or other trash or rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care. Any person using a facility or building of the Airport shall exercise cleanliness and caution. No person shall use flammable substances for cleaning hangars or other buildings on the Airport.

7.8 Fire Extinguishers

Fire extinguishing equipment at the Airport shall be checked regularly to avoid tampering. Fire extinguishers shall not be tampered with at any time, nor used for any purpose other than fire fighting or fire prevention. All equipment shall be maintained in accordance with current NFPA Standards. Tags showing the last inspection shall be attached to each unit. All tenants or lessees or any other occupants of hangars on the Airport shall supply and maintain an adequate number of readily accessible fire extinguishers.

7.9 Aircraft Suspected of Carrying Explosives

- a. Persons having knowledge of an aircraft carrying or suspected of carrying explosive materials will advise the Airport Manager and FBO (if in radio contact). The Airport Manager will notify the FBO ASAP.

- b. All passengers will be escorted off the aircraft onto the outer extremities of the AOA. The aircraft will then be parked at a location specified by the Airport Manager and or FBO, until the aircraft is determined safe.

7.10 Inspection of Possible Hazardous Aircraft

Inspection of the aircraft and subsequent declaration of safety or contamination shall be the responsibility of the aircraft owner or his authorized agent, and shall be accomplished immediately after parking and evacuation.

SECTION 8 - CHARGES

8.1 Commercial Operations

- a. No aircraft organization or person shall engage in any commercial operation of any type at the Airport unless prior permission is obtained from, and assessed fees paid to the Airport Authority. Permission and fees are in effect for each and every visit with the fee being set by the Airport Authority.
- b. The Airport Authority may enter into separate contracts with any commercial operation on the Ontario Municipal Airport.
- c. The Airport Authority may adopt a fee schedule to be applied for ramp operations by any commercial operator not having a contract with the Airport Authority, such fee schedule shall be placed at the Airport FBO Building and at the Office or at the office of the Airport Manager. Commercial operators shall pay a ramp fee for each ramp operation at the Airport or as per their contract.
- d. Private or business (non-commercial) ramp fees shall be posted on the Airport's schedule of fees. At the discretion of the Airport Manager fees are subject to change based on the weight of the aircraft.
- e. The Airport Authority may grant written permission for a specific commercial operator to enter the Airport for the purpose of repairing or maintaining an aircraft or equipment which is beyond the capability of any Fixed Based Operator located on the Airport. Capability of the A&P, IA as defined in FAR 65.71 thru 65.95. This privilege will be on a case-by-case basis and will require a separate agreement for each activity.
- f. Any permission granted by the Authority under this clause, will only be for a specific purpose and specific period.

8.2 Aircraft Servicing Fees

All charges owed to the Airport Authority for service performed, for Airport facilities used and for aircraft stored on a daily basis shall be paid before the aircraft is cleared from the Airport, unless credit arrangements have been made. The Airport Manager may detain any aircraft for non-payment of any charges due.

8.3 Ramp Fees

Landing fees for commercial aviation operations shall be payable to the Authority or its designated representatives immediately upon landing at the airport unless other arrangements have been made.

8.4 Aircraft Parking Fees

Aircraft parking on ramp areas shall be appropriately charged.

SECTION 9 – PROCEDURE FOR RECEIVING AND PROCESSING APPLICATIONS

9.1 Applicant

Any applicant wishing to establish commercial operations on the airport shall be furnished a copy of the minimum standards, attached, and shall make application in writing to the Airport Authority, setting forth in detail the following:

- a. The name and address of the applicant;
- b. The proposed land use, facility and/or activity sought
- c. The names and qualifications of the personnel to be involved in conducting such activity;
- d. The financial responsibility and technical ability of the applicant and operator to carry out the activity

9.2 General Information

- a. Upon the filing of any application with the Authority; it shall be immediately referred to the appropriate committee and considered at the next scheduled meeting. If no meeting is scheduled within (45) days from the filing of an application, a meeting shall be called for considering the application and notice will be given to the applicant. Upon consideration of the application the Airport Authority shall determine whether or not the applicant meets the standards and qualifications established in the Rules and Regulations.
- b. Upon approval of the application, the Airport Authority shall prepare a suitable lease or contract agreement setting forth the terms and conditions under which the commercial operation shall be conducted, with the applicant.
- c. Any rejected application shall be returned to the applicant within (10) days of the rejection with a written explanation of the reason for rejection.

SECTION 10 – SPECIAL AIRPORT USES

The Airport Authority obligates itself to operate the Municipal Airport for the use and benefit of the public and to keep the airport open to the various types of aeronautical use for which the facility is designed and intended to serve.

The Airport Authority established these rules to be met by all users so as to provide for the safe and efficient use of the airport and to otherwise protect the safety of person(s) and property both on the ground and in the air.

10.1 Landing Facilities

The landing area facilities that are constructed are primarily intended for the use of powered aircraft whose weights are not in excess of the published strengths of the paved surfaces. Operations on these surfaces by aircraft slightly in excess of the published pavement strengths may be permitted on an infrequent basis. Permission must be obtained from the Airport Authority for use of runways and taxiways by overweight aircraft and the use of the Municipal Ramp.

10.2 Operations of Non-powered Aircraft

No operations involving non-powered aircraft, including gliders, balloons, parachuting, and other special classes of activities, will be permitted on the Airport without the prior written approval Airport Authority.

10.3 Crop Dusting

Any person seeking to conduct crop dusting or spraying of agricultural chemicals shall be required to satisfy the Airport Authority that:

- a. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
- b. The operator shall have available, properly certified suitably equipped agricultural operation undertaken.
- c. No crop dusting operations shall be conducted on the principal public use apron or ramp of the Airport.
- d. All operations will be in accordance with all appropriate Federal Aviation Regulation, and State and Local Regulations concerning the handling of pesticides and other substances.

10.4 General

- a. No operations involving unlicensed or unregistered aircraft will be permitted on the Airport without prior approval of the Authority.
- b. The Airport will not participate in non-aeronautical events that will conflict with its aeronautical use.

SECTION 11 - MISCELLANEOUS

THE FOREGOING RULES AND REGULATIONS ARE ADOPTED BY THE CITY OF ONTARIO MUNICIPAL AIRPORT AUTHORITY AT A REGULARLY SCHEDULED MEETING ON THE ____ DAY OF _____, AND BECOME EFFECTIVE IMMEDIATELY.

APPENDIX:

MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND FIXED BASE OPERATORS

1.1 General

- A. The following minimum standards shall apply to all operations; however, all the activities listed may not be provided, depending on the lease agreement executed between the Airport Authority and the operator.
- B. No commercial operator shall be allowed to operate on the Airport without a lease agreement with the Authority. Any operator whose principal place of business is located other than on the Ontario Municipal Airport and who further has a valid contract with another airport sponsor, may not be required to maintain facilities at the Airport.
- C. The Airport Authority shall determine all substantial conformances to the standards for all operators. Also, all operators must show financial solvency and business ability to the satisfaction of the Airport Authority.
- D. The minimum liability insurance that a fixed base operator shall carry including: general liability, product liability, and premise liability, is **\$1,000,000**. Hangar's keeper/property damage insurance will be decided between the Airport Authority and the operator, but in no case will be less than **\$100,000**. All policies required by this section will name as insured, the Airport Authority, its officers, members, and employees, and will contain a provision which will require the insurance carrier to notify the Authority at least (10) days in advance of cancellation, or change in coverage.
- E. All operators will be required to provide the Airport Authority a performance bond commensurate with any construction required under the minimum standards service to be performed.
- F. All construction shall be in accordance with design and construction standards established by the Airport Authority and approved by the Federal Aviation Administration for the facility involved.
- G. All airport mechanics and inspectors shall carry a **\$1,000,000.00** liability policy naming the Ontario Municipal Airport Authority as co-insured, have written authorization for each occurrence from the Airport Authority, and shall be charged a fee for each occurrence on the Airport.

1.2 Aircraft Maintenance and Repair

All person(s) operating aircraft, engine, or accessory maintenance facilities shall provide:

- A. Hangar space to house any aircraft upon which such service is being performed.
- B. Suitable storage space for aircraft waiting for maintenance or delivery after repair and maintenance has been completed.
- C. Sufficient shop space to house equipment and adequate equipment and machine tools, jacks, lifts, and testing equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft.
- D. At least one FAA certified air frame and engine mechanic available during reasonable hours.
- E. Separate space where adequate exhaust type work may be performed.
- F. Appropriate insurance
- G. Non-airworthy aircraft shall be screened from public view

1.2 Flight Training

All person(s) conducting flight training activity shall provide:

- A. At least one certified flight instructor for single engine aircraft. At least one dual equipped single engine land aircraft properly equipped and maintained for flight instruction.
- B. Certified instructor providing ground school instruction sufficient enough to enable students to pass the written FAA examinations.
- C. Public liability and property damage insurance to protect the operator and the Airport Authority from legal liabilities and shall provide liability insurance of at least \$1,000,000 per passenger seat and property damage liability of at least \$1,000,000.

1.4 Aircraft Rental

All person(s) conducting aircraft rental activity shall provide:

- A. Hangar or parking for at least one aircraft to be used as a rental.
- B. At least one airworthy aircraft maintained and certified.
- C. Current up-to-date specifications and price lists for types and models of rental aircraft.
- D. Appropriate Insurance.

1.5 Miscellaneous Operations

Radio and instrument repairs, aerial advertising, and other activities may be conducted by any person, firm, or corporation, upon application and approval from the Airport Authority. Reasonable terms and conditions will be established by the Airport Authority.

1.6 Hangar Space

Facility requirements will be adequate and reasonable for the services offered to operators such as: hangar space, office and lounge areas and aircraft parking.

1.7 Minimum Standards, New Construction

All new hangars shall:

- A. Contain a minimum of 1400 square feet of floor space. Maintenance shops shall contain a minimum of 1400 square feet of floor space.
- B. Be of metal or masonry construction. The interior shall be constructed based on specific uses required, as long as it meets State and Local Codes. All new construction will meet State and Local Codes.

1.8 Aircraft Parking Aprons and Services

All new parking aprons and services provided shall:

- A. Be constructed accordingly to plans and specifications approved by the Airport Authority. Aircraft parking aprons may be required for operators handling aviation petroleum products and aircraft repair.
- B. Be provided on a fair, equal, and not unjustly discriminatory basis to all users of the airport. The prices charged for products on the Airport shall be fair and reasonable.

AIRPORT AUTHORITY SECURITY MEASURES

Please contact the [Airport Manager](#) for more information on the airport's security measures

CITY OF BEND, OREGON
BEND MUNICIPAL AIRPORT
RULES AND REGULATIONS, MINIMUM STANDARDS AND LEASING AND
DEVELOPMENT POLICY

PART I	Introduction	2
PART II	Airport Rules and Regulations.....	4
PART III	Minimum Standards for Commercial Aeronautical Operators	16
PART IV	Airport Leasing and Development Policy	35
PART V	Definitions	57

PART I INTRODUCTION

Effective Date:

1. GENERAL

- 1.1. Bend Municipal Airport (KBDN or the “Airport”) is a general aviation airport owned and operated by the City of Bend, Oregon (the “City”) and located in Deschutes County (the “County”), outside of the city limits.
- 1.2. As owner, operator and sponsor of the Airport, the City has the authority to promulgate rules and regulations to govern, and adopt minimum standards and policies for, operations at the Airport. These rules, regulations, minimum standards and policies may modified, adopted, and updated from time to time.
- 1.3. The Airport is a public use facility served by general aviation for passenger and cargo air transportation, including air charter and air taxi operators, military aircraft, flight schools, aerial firefighting, crop dusters and medical transport operators. It is used by aircraft owners, operators, pilots, and passengers for their air transportation, business, and recreational flying activities.
- 1.4. The City government, representing the people of Bend, Oregon, supports the Airport and its activities and intends to do that which is necessary and consistent with all applicable law to ensure the Airport’s viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the needs of all who use the Airport and rely on its services.
- 1.5. The Airport Manager or their designee shall have the authority to enforce these Rules and Regulations, Minimum Standards, and Leasing and Development Policies on behalf of the City consistent with Bend Municipal Code Chapter 5.10. These rules and regulations, minimum standards, and policies are “Airport Regulations” for purposes of Bend Municipal Code Sections 5.10.000 and 5.10.005 and the Airport Manager is hereby designated as a Code Enforcement Officer for the purpose of enforcing these Airport Regulations.
- 1.6. To the extent that any provision of these Airport Rules and Regulations, Minimum Standards, or Leasing and Development Policy conflicts with any of the Grant Assurances, the Grant Assurances shall supersede and control.

2. AIRPORT RULES AND REGULATIONS

- 2.1. The City has adopted the Airport Rules and Regulations, as set forth here in Part II, to promote the safe and efficient use of the Airport (the “Rules and Regulations”). The purpose of these Rules and Regulations is to inform Airport users, tenants, employees, guests, and all other Persons on the Airport of the precautions necessary to maintain a safe environment and to explain the various policies in place at the

Airport. All Persons on, or using, the Airport must comply with these Rules and Regulations.

3. MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL OPERATORS

- 3.1. The City has adopted the Minimum Standards for Commercial Aeronautical Operators at the Airport (the “Minimum Standards”), as set forth herein in Part III, in order to foster, encourage, and ensure the economic health and orderly development of aviation and related aeronautical activities at the Airport. These are standards, and requirements that apply to all authorized Commercial Aeronautical Operators at the Airport. These Minimum Standards are developed based in part on FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities (as may be amended). All Persons on, or using, the Airport for a commercial enterprise must comply with the Minimum Standards.

4. AIRPORT LEASING AND DEVELOPMENT POLICY

- 4.1. The City has adopted Leasing and Development Policy (the “Leasing and Development Policy”), as set forth herein in Part IV, in order to facilitate the development and use of the Airport. The City shall use this Leasing and Development Policy in making decisions about the lease, use, and development of Airport property. All Persons proposing to use or lease Airport property must comply with this Leasing and Development Policy.

PART II

AIRPORT RULES AND REGULATIONS

1. INTRODUCTION

- 1.1. These Airport Rules and Regulations are designed to establish the necessary regulations and standards for the management, governance, and use of the Airport, and to ensure the continued viability and safety of the Airport for its users and for the residents of the City and the County. These Rules and Regulations are intended to be reasonable, attainable, uniformly applied, non-arbitrary and non-discriminatory. These Airport Rules and Regulations apply to every Person using or accessing the Airport and shall be followed by every such Person.
- 1.2. All activities including but not limited to Aeronautical Activities at the Airport shall be conducted in accordance with these Rules and Regulations. All pertinent rules, regulations, orders and rulings of the FAA and the Oregon Department of Aviation (“ODA”) as are or may in the future be in effect are made a part of these Rules and Regulations by this reference. The City will operate the Airport for the use and benefit of the public to make it available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.¹
- 1.3. The City of Bend Code (the “Code”) contains additional provisions related to the use of the Airport. Relevant provisions of the Code include 1.30, 1.50, 3.05 and 5.10. The most current version of the Code is located on the City’s web site at bend.municipal.codes and is also available from the City Recorder’s office upon request. The City may amend such Code provisions from time to time. In the event of a conflict between the Code and these Rules and Regulations, the former shall prevail.

2. AUTHORITY AND ENFORCEMENT

- 2.1. Consistent with Section 1.6, above, the Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport operations consistent with these Rules and Regulations, those of the FAA and the laws of the State of Oregon and the ordinances of the City of Bend.

3. PUBLIC USE

¹ As used in these Rules and Regulations, Minimum Standards, and Leasing and Development Policy, the term “unjust discrimination” refers to the FAA’s use of such term pursuant to Grant Assurance 22, *Economic Nondiscrimination*. The use of such term is not intended to suggest that discrimination in any other context besides herein is acceptable or “just.”

- 3.1. The Airport shall be open for public use at all hours, subject to all applicable federal, state, and local laws, rules, and regulations and restrictions due to weather, construction, the conditions of the Airport operational area, and special events and like causes, as may be determined from time to time by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all Persons.

4. GROUND VEHICLES

- 4.1. Each Person on the Airport shall observe and comply with applicable traffic laws of the State of Oregon with respect to all streets, roads and vehicular parking areas at the Airport.
- 4.2. Each Person on the Airport shall comply with applicable speed limits, which shall be fifteen (15) miles per hour (mph) for any vehicle operating in an aircraft movement area and 25 mph elsewhere on the Airport, unless a lower speed limit is designated by Airport signage.
- 4.3. Except for emergency vehicles or official Airport vehicles, no Person shall take or drive any vehicle onto the Airport other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the Airport Manager.
- 4.4. With the exception of approved fuel trucks, Aircraft tugs, emergency vehicles, and appropriately equipped and operated passenger shuttles, no Person shall operate a vehicle, unless authorized in writing by the Airport Manager or after commissioning of an ATCT, the Air Traffic Manager, on a taxiway or the runway.
- 4.5. Ground vehicles shall not be left unattended anywhere on the Airport unless parked in a dedicated vehicular parking area or facility or permitted under an applicable lease.
- 4.6. Vehicles shall be subject to tow, if necessary, at the owner and/or operator's expense.

5. AIRCRAFT OPERATIONS

- 5.1. No Person shall operate or maintain any Aircraft at the Airport except in strict conformity with all ordinances, rules and regulations of the FAA, the City, and with all other applicable Laws and Policies.
- 5.2. Every Person operating an Aircraft is responsible for the safety of such operations and for the safety of others exposed to such operations, and shall exercise good operating procedures at all times.
- 5.3. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.

- 5.4. No Person shall interfere or tamper with any Aircraft at the Airport or start the engine of such Aircraft without the consent of the Aircraft's owner or operator.
- 5.5. Unstaffed aeronautical vehicles (sometimes known as drones) may not be operated at or over the Airport without the prior written consent of the Airport Manager, and with such consent, only to the extent that such operations comply with Oregon and federal law and regulations.
- 5.6. Only Aircraft properly registered, licensed or otherwise authorized by the FAA or pursuant to applicable federal law shall operate at the Airport.
- 5.7. Only Persons properly registered, licensed or otherwise authorized by law to operate a given Aircraft may operate such Aircraft at the Airport.
- 5.8. Unless a NOTAM has been issued and except for safety or emergency situations, all Aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport.
- 5.9. Landings and takeoffs are restricted to the runway unless specifically authorized otherwise by the Airport Manager (or, if applicable, the ATCT). Taxiways are to be used exclusively for the movement of aircraft to and from runways.
- 5.10. The only approved landing surface for fixed wing Aircraft is Runway 16/34.
- 5.11. The Airport has a designated Helicopter Operations Area that is provided for helicopter arrivals, departures, parking, fueling and hangaring needs. All helicopter operations are strongly encouraged to use this facility designed specifically for helicopter use and to FAA standards for rotorwing use.
- 5.12. All helicopter operations should be over a paved Airport surface. If necessary for operational or safety reasons to operate over any unpaved surfaces, pilots must air taxi above 25 feet AGL and above 20 KIAS to avoid the creation of dust and FOD blown on to adjacent runway, taxiway, taxilane and hangar surfaces.
- 5.13. All helicopter/rotorcraft Aircraft must utilize established traffic patterns when operating in the pattern. Fixed wing patterns are on the west side of the Airport (right downwind Runway 16). Helicopter patterns are on the east side of the Airport (right downwind Runway 34). Operators must consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.
- 5.14. All Aircraft, including but not limited to, helicopters/rotocraft, must operate in accordance with directions of ATCT (as applicable).
- 5.15. In the event any Aircraft is damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the Aircraft owner or operator. Subject to governmental investigations and inspection of the wreckage, the owner or operator of the damaged aircraft, or the owner's agent or

legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said Aircraft from all landing areas, taxilanes, and all other traffic areas, and place or store said Aircraft in normal hangar/tie down areas or elsewhere as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled Aircraft at the Aircraft owner's and/or operator's expense if the Aircraft is impacting Airport operations and the owner and/or operator fails to remove such Aircraft in a timely manner as determined in the reasonable discretion of the Airport Manager or their designee.

- 5.16. Damage to Airport facilities such as but not limited to airport signs, lights, PAPI, AWOS or other City-owned property may be repaired by the City and all expenses charged to the owner, operator or pilot of the Aircraft causing the damage. Charges may include an additional administrative cost to reimburse the city for its actual cost of handling such repair.
- 5.17. No Person may approach, hinder, touch, gesture, threaten, harass or communicate via radio with an Aircraft for the purpose of harassment when the Aircraft is operating at the Airport.
- 5.18. Subject to any applicable federal, state, and local law, rule, or regulation, including but not limited to the regulations, orders, and directives of the FAA, the City shall have the authority to close any portion of the Airport as appropriate whenever the Airport or any portion thereof is unsafe for Aeronautical Activity.

6. FLYING CLUBS

- 6.1. A Flying Club is not a Commercial Aeronautical Activity serving the public but is an organization for the purpose of providing its members with one or more Aircraft for their personal use and enjoyment. The Flying Club is considered as an individual Aircraft owner. Since Flying Clubs are not Commercial Aeronautical Activities serving the public they shall be exempt from the Airport Minimum Standards upon satisfactory fulfillment of the conditions contained herein, unless they engage in Commercial Aeronautical Activities or hold themselves out to the public as a Commercial Aeronautical Operator, at which point they are subject to applicable Minimum Standards for such activities. In order to operate at the Airport, a Flying Club must meet the following conditions:
 - 6.1.1. The Flying Club must be a nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.
 - 6.1.2. Each member must be a bona fide owner of the Aircraft or be a member of the Flying Club.
 - 6.1.3. The Flying Club may not derive a profit from the operation, maintenance, or replacement of its Aircraft.

- 6.1.4. Flying Club Aircraft will not be used by Persons other than bona fide members and by no one for commercial or paid operations and tickets may not be sold for carriage on the aircraft.
- 6.1.5. The property rights of the members of the Flying Club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.).
- 6.1.6. Flight instruction may not be given in Flying Club aircraft except when given by an operator based on the Airport and authorized to provide flight training or by an instructor who does not receive remuneration in any manner for such service. In either case, instruction may only be given to a member of the Flying Club.
- 6.1.7. Aircraft used by the Flying Club shall be owned or in the exclusive control of the Flying Club through an exclusive leasing arrangement.
- 6.1.8. The Flying Club shall file a copy of its bylaws, articles of formation, association, partnership or other documentation supporting its existence and shall keep current with the City a complete list of the club's membership, including names of officers and directors; evidence that ownership of club aircraft is vested in the club; evidence of insurance in the form of a certificate of insurance in the following minimum amounts:; public liability \$2,000,000 per accident and \$2,000,000 in the aggregate; property damage \$2,000,000 with hold harmless clause in favor of the City, its officers and employees (ten days prior notice of cancellation shall be filed with the City); and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the City or a designated representative.
- 6.1.9. A Flying Club which repeatedly violates any of the foregoing, or permits one or more members to do so, may be required to terminate all operations. Individual members who violate the foregoing rules may be subject to enforcement under these Rules and Regulations.

7. NOISE

- 7.1. All efforts should be made to avoid residential areas for all Aircraft operations. Noise abatement protocols are to be followed only when it is safe to do so at the discretion of the PIC. A "Fly Friendly" brochure is available on the Airport website that depicts known noise sensitive areas.
- 7.2. To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible:

- 7.2.1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
- 7.2.2. Avoid rotor wing blade slap or fixed wing high RPM operations unless necessary for safety.
- 7.2.3. When departing from or approaching a landing site, avoid prolonged flight over noise- sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.
- 7.2.4. Repetitive noise is far more irritating than a single occurrence. If you must fly over the same area more than once, vary your flight path so as to not overfly the same buildings each time.
- 7.2.5. When overflying populated areas, look ahead and select the least noise-sensitive route.
- 7.3. The above noise abatement procedures do not apply when, in the pilot's judgment, they would result in an unsafe flight path, operation or maneuver.

8. AIRCRAFT PARKING AND MAINTENANCE

- 8.1. No Person shall park, store, tie-down or leave any Aircraft on any area of the Airport other than paved parking aprons designated for that purpose. All Aircraft parked outside on any Airport apron must be properly secured and structurally intact.
- 8.2. Operators shall properly secure their Aircraft while parked or stored. Pilots are responsible for parking and tying down their Aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Operators also shall be responsible for securing Aircraft in a manner necessary to avoid damage to other Aircraft or buildings at the Airport in the event of winds or other severe weather.
- 8.3. All maintenance to Aircraft or engines shall be made in hangars or areas designated for this purpose by the Airport Manager and not on any part of the landing area, taxiways, ramps, aprons, and fueling/service areas. Aircraft may be serviced or have minor maintenance performed when parked in a tie down area.
- 8.4. The washing of Aircraft, equipment, or items such as fuel trucks is only permitted in designated areas on the Airport, if such areas exist, or on leased areas where it will not result in oils, fuels, lubricants, or similar contaminants entering the storm water drain system or ground contamination.
- 8.5. Painting of Aircraft or equipment other than minor scratch or touch up repair is not permitted on the Airport without first obtaining required federal, state, and local environmental permits and only in designated facilities.

9. SAFETY

- 9.1. All Persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to other Persons and/or property.
- 9.2. All transportation, storage and other handling of all fuel including aviation and vehicle fuel shall comply with applicable federal, state, and local laws, rules, and regulations, including without limitation the City Fire Code and these Rules and Regulations.
- 9.3. All fueling procedures shall be in strict compliance with National Fire Protection Association standards, including NFPA 407 requirements (as amended or superseded) as well as FAA Advisory Circular 150/5230-4C (as amended or superseded).
- 9.4. No Person shall fuel or drain fuel from any Aircraft while the engine is running or while such Aircraft is in a hangar or enclosed space that is not approved for such activity.
- 9.5. No Person shall use flammable or volatile liquids in cleaning Aircraft engines, propellers, and other Aircraft components unless such cleaning occurs in open air or in a facility designed for such use with proper ventilation and equipped with adequate and readily accessible fire extinguishers.
- 9.6. Each hangar shall have available appropriately mounted and approved fire extinguishers. All tenants or lessees are responsible to provide and maintain fire extinguishers except in City-owned facilities.
- 9.7. No Person shall store any material or equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with applicable codes and regulations. No Person shall store any lubricating oils or fuel on the Airport except in specified and labeled containers or receptacles.
- 9.8. All Persons on the Airport shall keep all areas of the premises leased or used by them, clean and free of oil, grease, and other flammable materials. Hangar floors shall be kept clean, free from waste materials or other trash and rubbish. Any Person operating or using any equipment on the Airport shall use extreme caution and care.
- 9.9. No Person shall smoke or ignite any matches, flares, lighters, or other objects which produce an open flame anywhere within a hangar, shop building, or structure in which any Aircraft is or may be stored, or in which any fuel, oil or flammable substance is stored, or within fifty (50) feet of any Aircraft or any fueling facilities.
- 9.10. Loading stations and mobile fuel trucks shall be maintained in a safe operating condition. Any indication of leaking, or malfunctioning equipment shall be removed from service until repaired.

- 9.11. Fuel nozzles shall not be dragged along the ground.
- 9.12. If a spill is observed, fuel servicing shall be stopped immediately by way of releasing the dead man control. In the event that a spill continues, the equipment emergency fuel shutoff shall be activated. The Airport Manager must be notified and fueling operations shall not be continued until the spill has been cleared and it is determined to be safe.

10. SELF-SERVICING OF AIRCRAFT

- 10.1. Aircraft operators are permitted to fuel, wash, repair, or otherwise service their own based Aircraft (utilizing their own equipment), provided there is no performance of or attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and all other applicable regulatory measures.
- 10.2. An Aircraft operator may hire an individual as an employee to provide, under the direction and supervision of the Aircraft operator, services on the Aircraft operator's Aircraft. Such services may only be provided by an employee of the Aircraft operator utilizing the equipment of the Aircraft operator. Such Persons must be bona fide employees of the Aircraft operator, not contractors or third-party agents.
- 10.3. Self-fueling of Aircraft is permitted on the Airport in designated areas. All self-fueling on the Airport must be conducted in compliance with all applicable federal, state, and local codes and regulations and is subject to prior execution of a self-fueling Agreement with the City. Fuel flowage fees apply to this activity. The Airport Manager has the right to prohibit self-fueling services at any time if the operation is deemed unsafe for lack of compliance with these Rules and Regulations or applicable law.
- 10.4. Any Person conducting self-fueling operations shall be solely and fully responsible and liable in the event such self-fueling operations cause or permit hazardous material(s) to be released on Airport property. If any release of hazardous material(s) occurs on Airport property, the material(s) will be removed and secured in accordance with all applicable government regulations at such Person's sole cost and expense. In addition to all other rights and remedies of the City, if such Person does not immediately clean up and remove such hazardous material(s), the City may pay to have the material(s) removed and such Person shall reimburse the City any costs incurred by the cleanup.
- 10.5. Persons conducting self-fueling operations on the Airport are required to pay the current approved fuel flowage fees as explained in the Fees Resolution. This fee shall be paid on a monthly basis. The flowage fee payment must be accompanied by a log listing the quantity and types of fuel dispensed and a copy of the delivered fuel receipts from the distributor.

11. FUELING CO-OPS

- 11.1. Fueling co-ops are prohibited.

12. SPECIAL EVENTS

- 12.1. Special events such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal written approval for same has been granted by the Airport Manager, which approval shall be given consistent with applicable federal, state, and local law. The Airport Manager will be notified not less than thirty (30) days in advance of any fly-ins planned or promoted by FBOs or other Persons at the Airport. Said approval shall specify the areas of the Airport authorized for such special use, dates, and such other terms and conditions as the City may require, including but not limited to indemnification, insurance, and other limitations of Airport liability.

13. GLIDER OPERATIONS

- 13.1. Glider operations shall be conducted in accordance with traffic patterns and safety procedures shall be followed, as approved by the Airport Manager, and reviewed by the FAA. In addition, glider operators must conduct activities in accordance with the ground lease, if applicable.

14. BUSINESS ACTIVITIES

- 14.1. No Person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business, or profit-making activities without (a) compliance with these Rules and Regulations and the Airport Minimum Standards and Leasing and Development Policy; (b) the consent and required approval and/or licenses for such activities from the City; and (c) such written leases, subleases and/or other Agreements prescribed by the City.

15. NONAERONAUTICAL ACTIVITY

- 15.1. Nonaeronautical commercial activity at the Airport must have the prior approval of the Airport Manager.
- 15.2. Hangars and other aeronautical facilities shall not be used for nonaeronautical Activity, including without limitation habitation, nonaeronautical commercial activity, or storage of nonaeronautical equipment or items such as motor vehicles or boats that would violate the FAA's policy on nonaeronautical use of airport hangars, as may be amended.

16. PEDESTRIANS AND ANIMALS

- 16.1. Pedestrians must remain clear of the Air Operations Area (“AOA”) at all times unless authorized by the Airport Manager to be on the AOA for an operational purpose such as glider launching or recovery.
- 16.2. Recreational walking, running, bicycle riding or any other activities not directly related to the operation of Aircraft are prohibited and will be considered trespass on the AOA.
- 16.3. Animals must be kept on a leash and under direct control at all times.

17. ADVERTISING AND SIGNAGE

- 17.1. Unless otherwise permitted by lease or other agreement, no signs or other advertising other than those installed by the City shall be placed or constructed upon the Airport or upon any building or structure or improvements thereon without having first obtained approval from the Airport Manager.
- 17.2. Signs must meet County sign codes and be approved by the County, where applicable.
- 17.3. Signs placed on non-leased City property must be promptly removed upon request by the Airport Manager.

18. WASTE

- 18.1. No Person shall throw, dump or deposit any waste, refuse or garbage on the Airport except in appropriate closed, permitted receptacles. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers. All hazardous waste must be controlled and disposed of in accordance with all state and City environmental regulations.
- 18.2. All operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards.
- 18.3. No outside storage of any hazardous items is permitted, including without limitation outside storage of oil, fuel, or chemical drums.
- 18.4. No Person shall use dumpsters or other waste collection facilities without prior authorization.

19. ALTERATIONS AND IMPROVEMENTS

- 19.1. No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport or altered or removed without prior approval of the City.

20. FEES

- 20.1. The City reserves the right to impose reasonable rates and charges for use of the Airport for the following purposes: to compensate the City for costs to operate, maintain and develop the Airport; to make the Airport as self-sustaining as possible; to compensate the City for the privilege of conducting commercial activities on and deriving revenue from the Airport; and to derive a reasonable rate of return from the use of Airport facilities.
- 20.2. The City may impose reasonable rates and charges, including, but not limited to: landing fees, terminal fees, apron and ramp fees, fuel flowage fees, rent for use of City or other Airport property and facilities, parking fees, access fees, equipment fees, fees for carriage of Persons to or from the Airport, concession and privilege fees, and permit and administrative fees.
- 20.3. The City may adopt and direct publication of a schedule or schedules of rates and charges. Such rates and charges may be adjusted from time to time by the adoption and publication of a new such schedule. Neither the adoption nor amendment of the schedule of rates and charges shall require an amendment to the Rules and Regulations.
- 20.4. All Persons on the Airport will be liable to pay the then-current rates and charges applicable to their use of, and activities on, that Airport, except in the event that a rate or charge is established by a lease, permit, or other Agreement with the City, and such lease, permit, or other Agreement does not permit adjustment of the rates and charges by the means provided herein.
- 20.5. Fees must be paid no later than the 15th of each month for all Airport related activities occurring the previous month unless an Agreement in writing provides otherwise. Billing by the City is regarded as a courtesy and the written terms of the Agreement(s) shall apply. Failure to receive a bill does not waive any obligation for timely payment.

21. WAIVER

- 21.1. In accordance with federal and state laws, rules and regulations, the City may waive all or any portion of these Rules and Regulations for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, firefighting, or military training.
- 21.2. The City further may waive all or any provision of these Rules and Regulations in the event of a bona fide emergency, which may include for example, and without limitation, a natural disaster, acts of terrorism, a pandemic where state or federal restrictions are imposed to ensure the safety of the general public, or other similar occurrences.

22. SEVERABILITY

- 22.1. The provisions of these Rules and Regulations shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determinations shall not affect the constitutionality or validity of any of the remaining provisions.

PART III
MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL OPERATORS

1. INTRODUCTION

- 1.1. The following Minimum Standards for Commercial Aeronautical Operators (“Minimum Standards”) have been established by the City in the public interest for the safe and efficient operation of the Airport to enhance orderly growth; to comply with federal, state and local government legal requirements; and to provide information to parties operating or desiring to operate at the Airport. These standards, in general, establish minimum levels of service that shall be offered in order to protect the public welfare and prohibit irresponsible, unsafe, or inadequate services.
- 1.2. The City reserves the right to amend these Minimum Standards from time to time.

2. GENERAL PROVISIONS

2.1. Applicability

- 2.1.1. Each Person seeking to perform or performing Commercial Aeronautical Activities at the Airport is responsible for compliance with the Minimum Standards as a condition of operating at the Airport.
- 2.1.2. The Minimum Standards shall not apply to the following activities provided, however, that such activities shall be subject to the Rules and Regulations and all other applicable federal, state, and local laws, rules, and regulations:
 - 2.1.2.1. Non-commercial Aeronautical Activities, including without limitation Flying Clubs that do not perform Commercial Aeronautical Activities and that meet the City’s rules and regulations for a bona fide Flying Club, or individuals storing their own Aircraft;
 - 2.1.2.2. Air Carriers operating at the Airport with respect to scheduled commercial service; and
 - 2.1.2.3. Self-service, including with limitation self-fueling, by a Person on the Airport.
- 2.1.3. These Minimum Standards do not govern the non-commercial use of Airport property. No Person shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for non-commercial use.
- 2.1.4. Each Person performing or seeking to perform a Commercial Aeronautical Activity at the Airport must comply with these Minimum Standards, including without limitation the requirements contained in Section 3 and applicable requirements contained in Section 4 and Section 5.

2.2. Additive Standards and Conflicts

- 2.2.1. These Minimum Standards are intended to be additive, except where otherwise provided herein. A Commercial Aeronautical Operator may be required to satisfy multiple requirements hereunder to perform multiple Commercial Aeronautical Activities.
- 2.2.2. In the event of conflicting Minimum Standards for a Commercial Aeronautical Operator performing multiple Commercial Aeronautical Activities, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard.
- 2.2.3. The City may permit a Commercial Aeronautical Operator conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the City determines, in its sole discretion, that each of the following conditions is satisfied: (i) the offset will not affect the Commercial Aeronautical Operator's ability to provide high-quality products, services, and facilities to Airport users in keeping with the policies hereof; and (ii) the offset will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport. An offset granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section 2.4 below.

2.3. No Exclusive Rights

- 2.3.1. No permit, license, Agreement, or lease for exclusive use to provide an Aeronautical Activity, service or operation at the Airport shall be issued by the City, unless such permits, licenses, leases or Agreements are permitted by law. The City may grant permits, licenses, leases or Agreements to other Persons for the performance of services as provided in these standards, provided that said Person complies with the minimum requirements as set forth in these standards and there is land available, properly developed and served, for such purposes.

2.4. Waivers and Variances

- 2.4.1. The City may waive all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, firefighting, or military training.
- 2.4.2. The City further may waive all or any provision of these Minimum Standards in the event of a bona fide emergency, which may include for example, and without limitation, a natural disaster, acts of terrorism, a pandemic where

state or federal restrictions are imposed to ensure the safety of the general public, or other similar occurrences.

- 2.4.3. The City may approve a temporary waiver of the Minimum Standards if the applicant for such a waiver demonstrates, to the satisfaction of the City, that each of the following conditions has been satisfied: (i) the Commercial Aeronautical Operator seeking the waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement and the City has determined that the product, service, or facility is desired on the Airport; (ii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule; (iii) the schedule is enforceable by the City; (iv) the temporary waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.
- 2.4.4. The City may approve a temporary or permanent variance from the Minimum Standards if the applicant for such a variance demonstrates, to the satisfaction of the City, that each of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome; (ii) the variance is narrowly tailored to address the special condition or unique circumstance that the City desires to address; (iii) the operator has agreed to come into full compliance with the Minimum Standards if the conditions for granting the variance cease to exist; (iv) the variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport, and (vi) the variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high-quality products, services, and facilities to Airport users.
- 2.4.5. Any waiver or variance approved by the City hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards nor shall it serve as a precedent for future actions.

2.5. Severability

- 2.5.1. The provisions of these Minimum Standards shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determinations shall not affect the constitutionality or validity of any of the remaining provisions.

3. REQUIREMENTS FOR ALL COMMERCIAL AERONAUTICAL OPERATORS

3.1. Application

- 3.1.1. Each prospective Commercial Aeronautical Operator shall submit the following information in writing to the City at the time of application and thereafter shall submit such additional information as may be requested by the City.
- 3.1.2. The prospective Commercial Aeronautical Operator may propose to provide one or more Commercial Aeronautical Activities covered by these Minimum Standards. Where more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable Minimum Standards on combinations of services will be discussed with the prospective Commercial Aeronautical Operator at the time of its application.
- 3.1.3. A non-refundable initial application fee is required at time of application submission.
- 3.1.4. As a condition precedent to the granting of an operating privilege on the Airport, each prospective Commercial Aeronautical Operator must submit a detailed description of the intended operation and the means and methods proposed to comply with these Minimum Standards in order to provide high-quality service to the aviation and general public, including the following (as applicable):
 - 3.1.4.1. The name, address, and telephone/facsimile number of the applicant. If the applicant is a corporation, name, address and telephone/facsimile number of registered agent of the corporation. If the applicant is a partnership, name, address and telephone number of all general partners.
 - 3.1.4.2. The services to be offered.
 - 3.1.4.3. The proposed date for commencement of operations.
 - 3.1.4.4. The amount of land to be leased and building to be constructed or leased, if any.
 - 3.1.4.5. The number of Aircraft to be provided, if applicable.
 - 3.1.4.6. The number of Persons to be employed and hours of proposed operation.
 - 3.1.4.7. The number and types of insurance coverage maintained. Evidence of insurance will be a condition precedent to the prospective Commercial Aeronautical Operator beginning its proposed operations at the Airport.

- 3.1.4.8. Evidence of financial capability to perform and provide the proposed services and facilities.
- 3.1.4.9. Copies of all licenses, certifications, and permits possessed by the applicant or its key employees that are necessary or required to perform the proposed services.
- 3.1.4.10. Description of the methods to be used to assure compliance with fire, sanitation, health and safety codes.
- 3.1.4.11. Layout site plan of proposed facilities including utilities, drainage, and landscaping.
- 3.1.4.12. Designated professional engineer that the prospective Commercial Aeronautical Operator will use to design the facilities.
- 3.1.4.13. Proposed development construction schedule and engineering cost estimates.
- 3.1.5. The City may deny an application to conduct Commercial Aeronautical Activities in accordance with the provisions of Section 3.6 of the Airport Leasing and Development Policy.

3.2. Additional Documentation

- 3.2.1. In addition to the above, if requested by the City, the applicant shall submit the following supporting documents to the City, together with any other such documents and information as may be requested by the City:
 - 3.2.1.1. A current financial statement certified by a Certified Public Accountant.
 - 3.2.1.2. A written listing of the assets owned or being purchased which will be used in the operation of the business on the Airport.
 - 3.2.1.3. A current credit report covering all areas in which the applicant has done business during the past ten years.
 - 3.2.1.4. A written list of Persons who work at other airports where the applicant has engaged in commercial Aeronautical Activity that can provide a reference for the applicant and their current contact information, including phone numbers and email addresses.
 - 3.2.1.5. A written authorization for the FAA and all aviation or aeronautic commissions, administrators, or departments in all states in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases, and discharges as may be requested by any of these agencies.

3.3. Financial Responsibility

- 3.3.1. Each proposal must be accompanied by a certified statement from a C.P.A., bank or other financial institution which indicates that the prospective Commercial Aeronautical Operator currently has assets of such an amount as to successfully finance, equip and supply the facilities being proposed. In lieu of such statement, a performance bond may be considered by the City.
- 3.3.2. The prospective Commercial Aeronautical Operator must also demonstrate financial capability to initiate operations and to construct improvements and appurtenances that may be required for the proposed operation, and shall also indicate its ability to provide working capital to carry on the contemplated operations once initiated.

3.4. Experience

- 3.4.1. The prospective Commercial Aeronautical Operator shall furnish the City with a statement of its past experience in the specified services proposed to be furnished, together with a statement setting forth personnel to be used for the operations and the experience of said personnel.

3.5. Written Agreement

- 3.5.1. No Person, including an aeronautical service operator, shall offer or perform a Commercial Aeronautical Activity, operation, or service at the Airport without a written lease Agreement leasing land, hangar, or office space to the aeronautical service operator and authorizing such service, operation or activity having first been obtained from the City. Aeronautical activities of scheduled air carriers and municipal, state, and federal agencies shall be regulated under other appropriate regulations and Agreements with the City.
- 3.5.2. The City's Airport Leasing and Development Policy contains additional requirements for the use and lease of Airport property. Each Agreement entered into by a Commercial Aeronautical Operator shall be consistent with, and each Commercial Aeronautical Operator shall comply with, such Leasing and Development Policy.

3.6. Subleasing

- 3.6.1. Subleasing is only permitted with the prior written approval of the City. The City may require sublessees to enter into a written operating permit or other Agreement directly with the City as a condition of such approval. Commercial Aeronautical Operators shall remain liable for the terms and conditions of their lease with the City even if subleasing all or a portion of their leased premises to another Person.

- 3.6.2. SASOs may not subcontract with other Persons for the performance of Commercial Aeronautical Activities. FBOs may subcontract for the performance of Commercial Aeronautical Activities provided that each subcontractor independently qualifies to provide pursuant to, and complies with, these Minimum Standards for each Commercial Aeronautical Activity such subcontractor performs.

3.7. Safety

- 3.7.1. Each Commercial Aeronautical Operator shall comply with, and shall ensure its sublessees and contractors comply with, the Airport Rules and Regulations regarding safety, including without limitation with respect to fuel storage, handling, and operations.
- 3.7.2. Each Commercial Aeronautical Operator shall conduct its operations and ensure their employees, contractors, and representatives conduct themselves at the Airport in a safe, secure, and orderly manner.

3.8. Indemnification

- 3.8.1. Each Commercial Aeronautical Operator shall indemnify, hold harmless and defend the City and the City's employees, representatives, agents, and officials from any and all claims related to the Commercial Aeronautical Operator's use of the Airport and its premises or arising under or relating to its Agreement with the City.

3.9. Insurance

- 3.9.1. The prospective Commercial Aeronautical Operator shall procure and maintain insurance of the types and in at least the minimum limits set forth in Appendix A to these Minimum Standards and in compliance with this Section and its agreement with the City. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Oregon. In all cases, the Operator must comply with state law with respect to employer's liability/worker's compensation and unemployment insurance.
- 3.9.2. Such policies will name the following as insured parties, and all agreements will contain a clause wherein the Commercial Aeronautical Operator indemnifies and holds harmless the City for any and all claims, damages, costs, or judgments arising as a result of the Commercial Aeronautical Operator's conduct of any operations on the Airport. Insurance coverage must be approved by the City and certificates must be provided to the City and maintained in full force and effect at all times.
- 3.9.3. Insurance required by the City shall include coverage of: Premises and operations, Independent contractors and subcontractors liability, real

property (fire), personal injury, employer's liability/worker's compensation and unemployment insurance, builder's risk, and product/completed operations coverage. The applicable insurance coverages shall be in force during the construction of the Commercial Aeronautical Operator's facilities and/or prior to entry upon the Airport for the conduct of business.

3.10. Fees for Services

- 3.10.1. Each Commercial Aeronautical Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service, provided that an Commercial Aeronautical Operator may provide reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

4. REQUIREMENTS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOS)

4.1. General

- 4.1.1. In addition to the general requirements for Commercial Aeronautical Operators provided in Section 3 above, each Commercial Aeronautical Operator shall comply with the Minimum Standards provided below for each type of Commercial Aeronautical Activity it performs.

4.2. Aircraft Charter, Rental and Air Taxi Services

- 4.2.1. A Commercial Aeronautical Operator performing Aircraft Charter, Rental and/or Air Taxi Services at the Airport shall do so in accordance with the following requirements:

- 4.2.1.1. The Commercial Aeronautical Operator shall construct, lease, or sublease an area which includes sufficient passenger lounge and restroom facilities, which may be shared with other Commercial Aeronautical Operators subject to review and approval by the City. Adequate hard surfaced aircraft ramp must be provided within the leased area sufficient to accommodate the Commercial Aeronautical Operator's activities, operations, and tie-down facilities.
- 4.2.1.2. The Commercial Aeronautical Operator shall have available for rental, either owned or under exclusive written lease to the Operator, a sufficient number of Aircraft properly certificated to handle the proposed scope of its operation, but not less than one (1) certified and currently air worthy Aircraft. The Commercial Aeronautical Operator shall employ at least one Person having current FAA certified flight instructor ratings for each of the Aircraft models offered for rental. The Commercial Aeronautical Operator shall develop and implement written policies to ensure that only qualified and licensed Persons may rent Aircraft and shall provide a copy of said policies to the City.
- 4.2.1.3. The Commercial Aeronautical Operator shall have (1) its premises open during business hours, at minimum, and (2) its services available on an as-needed basis sufficient to meet the needs of the public at all other times.
- 4.2.1.4. During its hours of operation, the Commercial Aeronautical Operator shall employ and have on duty sufficient personnel trained, rated, and qualified to perform the Aircraft Charter, Rental and/or Air Taxi Services, including customer service as necessary, and which must include at least one employee who is a commercial pilot certificated to conduct the flight services of the Operator's operation. During non-

business hours, the Commercial Aeronautical Operator must also staff sufficient personnel who are available for on-call services.

4.3. Aircraft Sales

4.3.1. A Commercial Aeronautical Operator performing Aircraft Sales at the Airport shall do so in accordance with the following requirements:

- 4.3.1.1. The Commercial Aeronautical Operator shall construct, lease, or sublease an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Commercial Aeronautical Operator's Aircraft Sales business on the Airport. The facilities and space of the Operator shall also include sufficient passenger lounge and restroom facilities, which may be shared with other Commercial Aeronautical Operators subject to review and approval by the City.
- 4.3.1.2. The Commercial Aeronautical Operator shall have (1) its premises open during business hours, at minimum, and (2) its services available on an as-needed basis sufficient to meet the needs of the public at all other times.
- 4.3.1.3. The Commercial Aeronautical Operator shall employ or have available on call a sufficient number of pilots with instrument and instructor ratings who shall be current (in type) in all Aircraft makes and models offered.
- 4.3.1.4. The Commercial Aeronautical Operator shall provide necessary and satisfactory arrangement for repair and service of Aircraft but only for the duration of the guarantee or warranty period. Servicing facilities may be provided through a written agreement with any authorized repair station operating at the Airport.

4.4. Aircraft Parts and Accessories Sales

4.4.1. A Commercial Aeronautical Operator performing Aircraft Parts and Accessories Sales at the Airport shall do so in accordance with the following requirements:

- 4.4.1.1. The Commercial Aeronautical Operator shall construct, lease, or sublease an area of sufficient size to permit the storage and/or display of inventory for sale or used in that Commercial Aeronautical Operator's Aircraft Parts and Accessories Sales business on the Airport. The facilities and space of the Operator shall also include sufficient passenger lounge and restroom facilities, which may be shared with other Commercial Aeronautical Operators subject to review and approval by the City.

- 4.4.1.2. The Commercial Aeronautical Operator shall have (1) its premises open during business hours, at minimum, and (2) its services available on an as-needed basis sufficient to meet the needs of the public at all other times.
- 4.4.1.3. The Commercial Aeronautical Operator shall employ and have onsite a sufficient number of personnel qualified to provide the services, and at minimum one (1) employee during business hours at all times.
- 4.4.1.4. No repairs shall be permitted on the premises, or elsewhere on the Airport, by the Commercial Aeronautical Operator unless they have also been approved by the City to perform such activity pursuant to the requirements of Section 4.5 of these Minimum Standards.

4.5. Aircraft Maintenance

- 4.5.1. A Commercial Aeronautical Operator performing Aircraft Maintenance, including (1) Aircraft Engine, Propellor, and Accessory Maintenance, (2) Radio and Instrument Maintenance, Repair and Installation, and/or (3) Aircraft Painting at the Airport shall do so in accordance with the following requirements:
 - 4.5.1.1. The Commercial Aeronautical Operator performing Aircraft Maintenance shall construct, lease, or sublease an area of sufficient size to accommodate the aircraft for which service is intended. Such facility shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA.
 - 4.5.1.2. The Commercial Aeronautical Operator performing Aircraft Maintenance shall provide sufficient equipment, supplies, and parts for certification as an FAA-approved repair station. The Commercial Aeronautical Operator shall obtain and maintain current 14 CFR Part 145 Class I and Class II repair station certification for the operation or the operations contemplated.
 - 4.5.1.3. The premises of the Commercial Aeronautical Operator performing Aircraft Maintenance shall be open and services available eight (8) hours daily, five (5) days a week in addition to on-call services.
 - 4.5.1.4. For Aircraft Engine, Propellor, and Accessory Maintenance, the Commercial Aeronautical Operator shall employ (and have on duty or readily available on call during required operating hours), sufficiently uniformed, efficient, and trained mechanics and personnel in numbers required to meet the Minimum Standards set forth in this category currently certified by the FAA with ratings appropriate to the work being performed and holding an airframe and power plant (A&P) rating.

The Commercial Aeronautical Operator shall have an employee in the office at all times during required operating hours, who may be the same Person as required in the proceeding sentence. The Commercial Aeronautical Operator shall have personnel available on two hours' notice on an on-call basis at all times outside of the Commercial Aeronautical Operator's regularly scheduled business hours for emergency service.

4.5.1.5. For Radio and Instrument Maintenance, Repair and Installation, For Aircraft Engine, Propellor, and Accessory Maintenance, the Commercial Aeronautical Operator shall employ (and have on duty or readily available on call during required operating hours), sufficiently uniformed, efficient, and trained mechanics and personnel in numbers required to meet the Minimum Standards set forth in this category currently certified by the FAA with ratings appropriate to the work being performed but never less than one (1) Person currently certificated as FAA-rated radio, instrument or propeller repairman with proper Federal Communications Commission license to conduct complete aircraft transmitter, receiver and antennae repair, and one (1) other repairman, not necessarily rated. The Commercial Aeronautical Operator shall have personnel available on two hours' notice on an on-call basis at all times outside of the Commercial Aeronautical Operator's regularly scheduled business hours for emergency service.

4.5.1.6. For Aircraft Painting, the Commercial Aeronautical shall employ (and have on duty or readily available on call during required operating hours), sufficiently uniformed, efficient, and trained mechanics and personnel in numbers required to meet the Minimum Standards set forth in this category; comply with all state and federal regulations regarding painting and the storage of painting materials including OSHA and fire regulations; ensure that any hazardous materials handled, loaded or stored shall at all times be handled in accordance with federal, state and local laws, rules and regulations regarding the environment; ensure that any garbage or rubbish which contains painting chemicals shall not be stored on the Airport and shall be disposed of by the Commercial Aeronautical Operator in a lawful manner off the Airport, provided further that no incineration or open burning is permitted on City property for such disposal.

4.5.2. Independent Aircraft Mechanics

4.5.2.1. Independent aircraft mechanics are prohibited. An independent aircraft mechanic includes an aircraft mechanic that does not lease land from the Airport or is an employee of an entity that leases land from the Airport to conduct aircraft mechanic services.

4.6. Flight Instruction

4.6.1. A Commercial Aeronautical Operator performing Flight Instruction at the Airport shall do so either as a Full-Time Ground School or an Independent Flight Instructor in accordance with the following requirements:

4.6.1.1. Full-Time Ground Schools

4.6.1.1.1. Except pursuant to Section 4.6.1.2 below, the Commercial Aeronautical Operator providing Flight Instruction at the Airport shall construct, lease or sublease an office building of sufficient size to provide a suitable classroom with a minimum of two hundred (200) square feet of inside floor space and shall construct, lease or sublease an area on the Airport of sufficient size to accommodate such structure and all Aircraft used by the Commercial Aeronautical Operator for the training.

4.6.1.1.2. The Commercial Aeronautical Operator shall comply with all FAA requirements including with respect to required materials for training pursuant to 14 C.F.R 141.

4.6.1.1.3. The Commercial Aeronautical Operator shall have available for use in flight training, either owned or under exclusive written lease to the Commercial Aeronautical Operator, a sufficient number of Aircraft properly certificated to handle the proposed scope of its student operation, but not less than three (2) properly certificated Aircraft, at least one (1) of which must be equipped for and capable of use in instrument flight instruction. The Commercial Aeronautical Operator may engage in Aircraft maintenance of only those Aircraft either owned or under exclusive written lease. Commercial Aeronautical Operators who engage in Flight Instruction only pursuant to 14 C.F.R. Part 61 may instead conduct the Flight Instruction on student-owned or leased Aircraft with the approval of the City, subject to meeting the requirements of Section 4.6.1.2.

4.6.1.1.4. The Commercial Aeronautical Operator shall have its premises open and services available at least eight (8) hours daily, six (6) days a week and shall have an employee in the facility at all times during the required hours. The Commercial Aeronautical Operator shall have on duty at least one (1) full-time flight instructor currently certificated by the FAA to provide the type of flight training offered and shall have available on call at least one (1) additional part-time flight instructor currently certificated by the FAA to provide the type of flight training offered; and shall provide a currently-certificated ground school instructor, at least four

(4) days per week, three (3) hours per day, available as needed.

4.6.1.2. Independent Flight Instructors

4.7. Independent flight instruction is prohibited. An independent flight instruction includes a flight instructor that does not lease land from the Airport or is an employee of an entity that leases land from the Airport to provide flight instruction services. Commercial Fueling Services

4.7.1. A Commercial Aeronautical Operator performing Commercial Fueling Services at the Airport shall do so in accordance with the following requirements:

4.7.1.1. No Person may conduct any Commercial Fueling at the Airport except an FBO in compliance with these Minimum Standards in accordance with the defined terms within such FBO's lease with the City.

4.7.1.2. Each FBO shall provide at least two types of aviation fuel, to include Jet Fuel and 100LL (or FAA approved substitute).

4.7.1.3. Each FBO shall provide at least 10,000 gallons of fixed (permanent) tank capacity for each type of fuel provided.

4.7.1.4. All fueling operations must be in compliance with NFPA 407 and FAA Advisory Circular 1505230-4C (as amended).

4.7.1.5. Each FBO shall provide self-serve fuel dispensing equipment. Dispensing location(s) must be approved by the City Fire Marshall . Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide twenty-four (24) hour a day fuel dispensing capability.

4.7.1.6. Each FBO shall designate a specific area(s) for Aircraft fueling and mark such areas, "NO SMOKING" and with other appropriate markings consistent with NFPA 407 and FAA Advisory Circular 1505230-4C (as amended).

4.7.1.7. Each FBO shall maintain separate fueling systems for grade of fuel provided including separate tanks, filters, pumps and hoses.

4.7.1.8. Each FBO shall maintain and use adequate facilities in each fueling area and utilize such bonding during all fueling operations, consistent with NFPA 407.

4.7.1.9. Each FBO shall ensure that adequate fire extinguishers are in working condition, visible, and within __ feet of all fueling areas. Each fire extinguisher shall be checked and recharged if necessary at least once a

month and in accordance with manufacturer's standards and other applicable regulations.

- 4.7.1.10. Fuel filters shall be changed in accordance with the fuel pump and filter manufacturer's standards.
- 4.7.1.11. Each FBO shall register with the Fuels Tax Branch, State of Oregon Department of Motor Vehicles and provide copies of the monthly fuels tax report to the City (*see* ORS 319.140) no later than 10 days following the end of each month.
- 4.7.1.12. Each FBO shall license and meter all fuel dispensing equipment with the Department of Agriculture, weights and measures division in compliance with state law (*see* ORS 618.121).
- 4.7.1.13. Each FBO shall comply with and ensure their employees, agents, contractors and representatives comply with the requirements of the City relating to spills and other standards as promulgated by the City.
- 4.7.1.14. Each FBO shall have sufficient numbers of personnel adequately trained to operate fuel dispensing equipment in accordance with all applicable local, state and federal laws, available during normal business hours and on an on-call basis.
- 4.7.1.15. All fuel sold by an FBO on the Airport must be stored in approved fuel tanks located on a leased fuel farm location on the Airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any Aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are ten thousand (10,000) gallons of Jet A, and 10 thousand (10,000) gallons of 100LL (or its aviation approved equivalent) aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager.
- 4.7.1.16. Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately and/or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any Person operating fuel servicing equipment or any fuel handling equipment shall be qualified to do so. Fuel attendants must participate in line service

training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available twenty-four (24) hours seven (7) days per week. Fuel Suppliers may negotiate services for major holidays with the Airport Manager.

4.8. Aircraft Storage

4.8.1. A Commercial Aeronautical Operator performing Aircraft Storage at the Airport shall do so in accordance with the following requirements:

- 4.8.1.1. The Commercial Aeronautical Operator performing Aircraft Storage shall construct, lease, or sublease an area of sufficient size to accommodate the aircraft for which service is intended.
- 4.8.1.2. The Commercial Aeronautical Operator assumes all responsibility for compliance with Rules and Regulations and Minimum Standards on the part of sublessees.
- 4.8.1.3. The Commercial Aeronautical Operator shall provide access to all hangars to the City for the purpose of inspection and shall provide to the City upon request, a listing of all Aircraft stored by type, number, and lessee's name, address and phone number, and a copy of each Aircraft's liability insurance policy showing the City as an additional insured party.

4.9. Crop Dusting/Spraying

4.9.1. A Commercial Aeronautical Operator performing Crop Dusting/Spraying from the Airport shall do so in accordance with the following requirements:

- 4.9.1.1. The Commercial Aeronautical Operator shall construct, lease, or sublease an area of office space which shall include suitable facilities for the safe loading, unloading, storage and containment of hazardous chemical materials.
- 4.9.1.2. The Commercial Aeronautical Operator shall have available for use, either owned or under exclusive written lease to the Commercial Aeronautical Operator, at least one (1) Aircraft suitable for agricultural operations and employ an appropriately certificated pilot.
- 4.9.1.3. The Commercial Aeronautical Operator shall take all necessary measures to protect against spillage or accidental discharge of chemical spray mixtures or materials on runways and taxiways or dispersal by wind force to other operational areas of the Airport.

4.9.1.4. Any hazardous materials handled, loaded and/or stored shall at all times, be handled in accordance with state, federal, City and County laws, rules and regulations. The leased premises by the Commercial Aeronautical Operator shall be surrounded with a minimum six (6) foot high, chain-linked fence or similar barricade to prevent entry. The Commercial Aeronautical Operator shall ensure that any hazardous materials including all agricultural spray materials handled, loaded or stored shall at all times be handled in accordance with federal, state and local laws, rules and regulations regarding the environment; ensure that any garbage or rubbish which contains painting chemicals shall not be stored on the Airport and shall be disposed of by the Commercial Aeronautical Operator in a lawful manner off the Airport, provided further that no incineration or open burning is permitted on City property for such disposal.

4.9.1.5. The Commercial Aeronautical Operator shall comply with all applicable FAA regulations for its operations.

4.10. Temporary Specialized Commercial Aeronautical Activities

4.10.1. Specialized Commercial Aeronautical Activities that a Commercial Aeronautical Operator desires to perform on a temporary basis, including without limitation: aerial photography, aerial surveying, and parachute jumping, are prohibited.

5. REQUIREMENTS FOR FIXED BASE OPERATORS (FBOs)

- 5.1. In addition to the Minimum Standards applicable to any and all Commercial Aeronautical Activities that an FBO performs at the Airport, a Commercial Aeronautical Operator who operates as an FBO shall do so in accordance with the following requirements:
 - 5.1.1. The FBO shall construct or lease an area of sufficient size and location to accommodate the FBO's activities and operations, including but not limited to hangar space, storage of FBO tenant and transient aircraft, and aircraft repair and maintenance services and spare parts storage. The FBO shall provide heated, lighted, and air-conditioned Terminal and office space that will include space for crew and passenger lounges, public restrooms and telephones, flight training, and flight planning. The FBO shall provide sufficient automobile parking to accommodate employees and customers, with no on-street parking. Adequate hard-surface aircraft ramp must be provided within the leased area to accommodate the FBO's activities, operations, and adequate tie-down facilities.
 - 5.1.2. The FBO will be required to provide the City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBO's location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.
 - 5.1.3. The FBO shall provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to, used oil, sump fuel, and solvents.
 - 5.1.4. The FBO shall comply with FAA Advisory Circulars 00-34, Aircraft Ground Handling and Servicing, 150/5210-5, Marking and Lighting of Vehicles Used on Airports, 150/5230-4C, Aircraft Fuel Storage, Handling and Dispensing, or applicable local rules and regulations, whichever are more restrictive, all as amended or updated from time to time.
 - 5.1.5. The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than twelve (8) eight per day, seven (7) days per week. The FBO shall have full-time personnel on duty and onsite and adequate equipment during normal business hours and shall provide on-call services 24/7. Hours of operation may be seasonally adjusted and shall be conspicuously posted. A change in the hours of operation must be approved by Airport Manager, except where governed by applicable lease.
- 5.2. Ancillary FBO Services
 - 5.2.1. In addition to the required Commercial Aeronautical Activities an FBO must perform, the FBO must also provide the following Ancillary FBO Services:

- 5.2.1.1. Airport surveillance, including monitoring of the FBO's leased premises for safety and security issues. An FBO shall promptly notify the Airport Manager or other onsite Airport staff of any potentially dangerous conditions or hazards existing at the Airport.
- 5.2.1.2. Ramp assistance, including Aircraft recovery and towing service for disabled Aircraft within one (1) hour of receiving a call for service and including parking, tie-down, and storage of only functioning aircraft within the FBO's leased area.
- 5.2.1.3. Apron servicing of, and assistance to, Aircraft, including transient parking, storage, and tie-down service, for both based and transient Aircraft upon or within facilities leased to a Commercial Aeronautical Operator or Aircraft parking areas designated for such purpose.
- 5.2.1.4. Adequate tie-down facilities and equipment, including ropes, or other types of restraining devices and wheel chocks for the Aircraft typically using the Airport.
- 5.2.1.5. Equipment for starting and towing aircraft and fire extinguishers.
- 5.2.1.6. Crew and passenger lounge facilities.
- 5.2.1.7. Public restrooms that are conveniently located, and ventilated and accessible to the passengers and crews, and will be maintained in a clean and sanitary manner. At least one working telephone will be provided for public use.
- 5.2.1.8. Adequate loading, unloading, and towing equipment to safely and efficiently move Aircraft and store them in times of all reasonably expected weather conditions.

5.3. Additional Services

- 5.3.1. An FBO may, at its option with prior City approval and subject to compliance with these Minimum Standards, perform additional Commercial Aeronautical Activities. Such Commercial Aeronautical Activities shall be authorized by the City by appropriate amendment to the FBO's lease with the City.

PART IV
AIRPORT LEASING AND DEVELOPMENT POLICY

1. INTRODUCTION

- 1.1. This Airport Leasing and Development Policy (“Policy”) establishes requirements for Persons who wish to lease Airport property and/or facilities. The Policy is intended to provide guidance to City and Airport staff, current and potential Airport users and tenants, and other interested parties with respect to what terms and conditions apply to the aeronautical and nonaeronautical leasing of Airport property and to ensure that such leasing is consistent with federal, state, and local requirements governing the Airport.
- 1.2. The City has accepted federal funds for the development of the Airport, pursuant to which the City has agreed to abide by certain terms and conditions in how it operates and maintains the Airport (the “Grant Assurances”). This Policy is intended to reflect, and is subject and subordinate to, those federal Grant Assurances. The Airport Manager shall have the authority to modify this Policy to incorporate any rule, regulation, or order of the Federal Aviation Administration (“FAA”) without further action by the City Manager.
- 1.3. The City must ensure that it structures Agreements to protect current and future interests and generate sufficient revenue to operate and expand the Airport. To ensure self-sustainability and retain flexibility with lessees, Agreements may take on various forms and include differing stipulations based upon the function, location, and types of lessees involved. Existing and prospective lessees should be treated equitably, but not necessarily the same depending on individual circumstances. As such, the Airport Manager, in their sole discretion, has the right to waive any standard(s) contained herein if such action(s) benefits(s) the Airport and does not violate city, county, state, or federal law or regulation. In all respects, these standards are subject and subordinate to federal regulations, as currently exists or as may be amended in the future.

2. GENERAL

- 2.1. Applicability
 - 2.1.1. To the extent that this Policy reflects the obligations of the City under the Grant Assurances, it applies to all Agreements currently in force (to aid in application of the Grant Assurances which are incorporated into the terms of such Agreements), and to all Agreements entered into after the Effective Date, as well as to any extension or material modification of an Agreement that was entered into prior to the Effective Date. In all other cases, the Policy shall apply to Agreements entered into prior to the Effective Date to the maximum extent possible and shall apply to any future material amendment, modification or extension of such Agreements, as well as to Agreements entered into after the Effective Date.

- 2.1.2. This Policy applies to the use or lease of any Airport property whether commercial or non-commercial, aeronautical or nonaeronautical.
- 2.1.3. The City reserves the right to grant exceptions to or waive the requirements of this Policy for governmental authorities or emergency services providers, consistent in all cases with the Grant Assurances and all federal requirements.
- 2.2. Severability
 - 2.2.1.1. The provisions of this Policy shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determinations shall not affect the constitutionality or validity of any of the remaining provisions.

3. LEASING POLICY

3.1. Types of Agreements

- 3.1.1. An Agreement with the City may take the form of a land lease, facilities lease, use agreement, license, permit, some combination of these arrangements, or another form. All Agreements shall specify the permitted uses, prohibited uses, the land, facilities, and improvements to be used or leased, and the rents and fees to be paid to the City for privileges granted under the Agreement. No Person shall be permitted to conduct any commercial activity on the Airport without an Agreement with the City or pursuant to an approved sublease to an Agreement.
- 3.1.2. For purposes of this Policy, an “applicant” or a “lessee” shall mean any Person who enters into or proposes to enter into an Agreement the City.
- 3.1.3. T-hangars may not be used for commercial purposes.

3.2. Governing Documents

- 3.2.1. Agreements entered into on behalf of the City must be consistent with, but not limited to, compliance with the Code of Federal Regulations, Grant Assurances, Airport Master Plan, Airport Layout Plan (“ALP”), Airport Rules and Regulations), Airport Minimum Standards (“Minimum Standards”), FAA’s Policy and Procedures Concerning the Use of Airport Revenue, the Airport’s Disadvantaged Business Enterprise (“DBE”) plan, this Leasing Policy, the Bend Municipal Code, and the Fee Resolution, as these exist or as may be adopted or amended in the future, and as fully incorporated herein by reference.

3.3. Application Process

- 3.3.1. Any Person interested in leasing Airport property and/or facilities from the City at the Airport must follow either the process described in Section 3 of the Minimum Standards (for prospective Commercial Aeronautical Operators or ground lease tenants) or Sections 3 and 4 of this Policy (for non-commercial aeronautical use or lease Agreements) or, if seeking to enter into an Agreement with the City for nonaeronautical use of Airport property and/or facilities, contact the Airport Manager and describe such proposed use in detail.

3.4. Multiple Interested Parties; Competitive Processes

- 3.4.1. Upon receipt of an application or statement of interest, or at any other time, including if the City has reason to believe that more than one person may be interested in providing similar Commercial Aeronautical Activities or may be interested in operating at the same or similar location, the City may, but is not obligated to, issue a request for qualifications or proposals or otherwise select an operator(s) or lessee(s) through a competitive solicitation in accordance with applicable law and Airport policies, including by providing written notice as described in section 3.4.4, below. In that instance, the competitive procurement process will supersede the formal written application process described herein, provided, however, the City shall accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications.
- 3.4.2. If an applicant has submitted an application in compliance with this Section, and the City receives an additional application that indicates an interest in the particular space at the Airport requested by the first applicant with a pending application, it will notify both applicants of the other's interest. In such event, the City shall make reasonable efforts to accommodate one or both applicants at another location on the Airport, to the extent that appropriate space is available and such applicant(s) are qualified pursuant to this Policy, the Minimum Standards, and all applicable federal, state, and local law, rules, and regulations.
- 3.4.3. When the City has not initiated a competitive process, but while the City is considering an application and/or in negotiations with an applicant for a potential lease agreement, the City shall continue to accept and consider applications from other persons interested in developing that subject property and will not reserve any property for an applicant.
- 3.4.4. Alternatively, upon receipt of a lease application determined by the Airport to be acceptable, the City may issue a public notice of its intent to consider awarding a lease to the Applicant in lieu of conducting a request for proposals. The purpose of such action, should the City in its sole discretion determine it to be appropriate, is to gauge the level of market demand and competitiveness for the proposed activity or use of the site at the Airport.

If issued, the notice shall invite other interested and qualified Applicants interested in the space to be occupied by the Applicant to submit written expressions of interest in the Airport property under consideration, on or before the date on which the City will consider approving the Applicant's Lease at a City Council meeting. The notice will also list the criteria to be utilized by the City in making its selection.

In the event the City receives no other expressions of interest in the Airport property in question, the City may proceed to grant or deny the Applicant's request based on the merits of the application and without further advertisement.

Should the City receive written expressions of interest from one or more other potential Applicants interested in obtaining a Lease for the property in question, the City shall postpone making its decision on the Applicant's request for a Lease until such time as the City has had an opportunity to collect materials from the other potential Applicants and to negotiate with each interested party to ascertain which party is willing and able to enter into a Lease that will be most advantageous to the City and the public using the Airport. (To the extent allowed by law, all such applications shall be treated as confidential, for discussion between staff and Applicants, and among staff, the Applicants and the City's Council in executive session only).

In making its final decision regarding the use or disposition of the Airport premises and privileges in question, the City may reject a higher (financial) application and accept a lower one from a responsible Applicant, and award the lease in question to the lower bidder, if, in the City's opinion, some reason affecting the interest of the City, or the public using the Airport, makes it advisable to do so.

3.5. Additional Requirements Prior to Execution of Lease

3.5.1. Permits, Plans and Approvals

- 3.5.1.1. Prior to entering into an Agreement with the City, an applicant must show the ability to comply with County building codes, site requirements and permitting processes both financially and in conformance with required processes before proceeding with the building process. The presenting of a County-approved site plan, building permits, engineering approvals and an agreement with a qualified bonded contractor will be sufficient to show ability. In the event that an applicant chooses to construct his/her own hangar, it will in no way relieve him/her from meeting all building requirements expressed above, except for the selection of a contractor.

3.5.2. Bond

3.5.2.1. Each applicant may be required to post a bond allowing for full completion of the intended project, in compliance with all codes, by the City should the applicant fail to complete the project. Each potential tenant will have 60 days to present the above documentation. The ground being leased may not be encumbered in any way that would obligate the City to satisfy or obtain a release from any creditor to repossess the property or the improvements should a lessee default on its leased or land improvements.

3.5.3. Good Standing

3.5.3.1. The applicant must be in good standing with the City and current on all accounts. Good standing will be interpreted having paid previous accounts on time in the full amount and not subject to any legal actions, such as bankruptcy, that could negatively affect the ability of the applicant to complete the project. If an applicant has no previous account history with the City, a credit check will be performed at the applicant's expense.

3.6. Grounds for Denial

3.6.1.1. The following may be grounds for the City to deny an application for a new Agreement, including denial of an application to perform Commercial Aeronautical Activities: The applicant (or applicant's principal) is a current tenant at the Airport who has not utilized their leasehold for its intended purpose to its maximum capacity may not be granted an additional lease(s) (*e.g.*, if a commercial hangar has not been fully subleased).

3.6.1.2. The applicant proposes to conduct a Commercial Aeronautical Activity for which it does not meet the established qualifications, standards, and requirements.

3.6.1.3. The applicant's proposed operations or construction will create a safety hazard on the Airport.

3.6.1.4. The granting of the application will require the City to spend Airport revenue or public funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time when the City is unwilling to enter into such arrangement; or, the operation will result in a financial loss to the Airport.

3.6.1.5. There is no appropriate, adequate, or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application.

- 3.6.1.6. The proposed operation or Airport development or construction does not comply with the Airport Layout Plan or current Airport Master Plan.
- 3.6.1.7. The development or use of the area requested by the applicant will result in depriving existing operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the operator's area.
- 3.6.1.8. The applicant, or person with a substantial interest therein, has either intentionally or unintentionally, supplied the City with any false information or has misrepresented any material fact in their application or in supporting documents or has failed to make full disclosure on their application or in supporting documents.
- 3.6.1.9. The applicant, or person with a substantial interest therein, has a record of violating the Minimum Standards, the rules and regulations of this or any other airport, or FAA regulations.
- 3.6.1.10. The applicant, or person with a substantial interest therein, has defaulted in the performance of any agreement with the City.
- 3.6.1.11. The applicant, or person with a substantial interest therein, has a credit report which contains derogatory information and does not appear to have satisfactory business responsibility and reputation.
- 3.6.1.12. The applicant does not appear to have, or have access to, the finances necessary to lease the Airport property and/or conduct the proposed operation for a minimum period of six months (for example, the applicant lacks the ability to post performance bond equal to six months' rental) or to construct the necessary proposed improvements.
- 3.6.1.13. The applicant, or person with a substantial interest therein, has been convicted of any crime or violation of any ordinance of such nature that it indicates to the City that the applicant would not be a desirable operator on the Airport.
- 3.6.1.14. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.
- 3.6.1.15. Denial of the application is otherwise appropriate because it would cause the sponsor to be in violation of applicable federal, state, or local obligations.
- 3.6.2. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on

the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a nonaeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

3.7. General Requirements for Airport Agreements

3.7.1. Term

- 3.7.1.1. The original term, commencement, and ending date shall be included in the Agreement.
- 3.7.1.2. The term of an Agreement may vary depending on the individual circumstances of the Agreement and may be determined by applicable law, or by negotiation. Standard ground lease term is 25 years plus 2 five-year renewals, consistent with the FAA's guidance not to exceed a term that is reasonably necessary to amortize a tenant's investment. Terms longer than fifty (50) years are prohibited.
- 3.7.1.3. Where the lessee develops all or part of the Leased Premises, the term shall be commensurate with the amount of capital investment by the lessee made to develop the Leased Premises (*e.g.*, reflect the time necessary for the lessee to recover its investment in the Leased Premises plus a reasonable return on that investment). The term may also be related to the term of any debt incurred in the construction and/or investment in improvements to the Leased Premises.
- 3.7.1.4. For Agreements that lease Airport property, options and future preferences (*e.g.*, rights of first refusal) will generally be avoided. Extensions beyond the initial term may be permissible in certain circumstances, but will be offered only in the discretion of the City and will be subject to the payment of additional fees no less than lost revenue resulting from the extension of the ground lease. In any such case, the lessee will generally be required to make an additional capital investment.
- 3.7.1.5. In certain circumstances, the reversion of improvements to the City may be required after the expiration of initial term of an Agreement. After such reversion, rent must be adjusted accordingly to reflect the Leased Premises covered in any succeeding years.

3.7.2. Title to Improvements

- 3.7.2.1. Upon expiration of the term of the Agreement, at the option of the City, ownership of any permanent improvements that have been made to the leased premises shall revert to the City or the permanent improvements identified by the City shall be demolished and/or removed by the lessee,

at lessee's sole cost, and the lessee shall return the leased premises to its original condition and character, normal wear and tear excepted.

3.7.2.2. The City, as Airport sponsor, may not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in its grant agreements without the written approval of the Secretary of Transportation. Granting a third party (including another City department) unlimited or unrestricted rights in Airport land would likely violate this requirement.

3.7.2.3. The City must have a reversionary interest in improvements maintained or constructed on the property by a lessee. The City may require that the lessee remove such improvements at the end of the term, or initial term of the Agreement. After such reversion, rent must be adjusted accordingly to reflect the leased premises covered in any succeeding years.

3.7.3. Avigation Easements

3.7.3.1. The City shall reserve to itself and its successors and assignees, for the use and benefit of the public, a right of avigation over the leased premises for the passage of aircraft utilizing the Airport.

3.7.4. Revenue Share

3.7.4.1. In addition to ground rent, the City may require that a lessee pay to the City a percentage of the revenue generated by the lessee's commercial activities that make use of Airport property and/or facilities.

3.7.5. Fees and Charges

3.7.5.1. The lessee shall be subject to all applicable fees and charges in addition to ground rent and any revenue share included in the Agreement, including without limitation fuel flowage fees, Airport security, and vehicle parking fees, and other fees authorized by the Airport or the City.

3.7.6. Escalation Clause

3.7.6.1. Agreements that lease Airport property and/or facilities for terms of more than five (5) years must include escalation provisions that periodically adjust rental rates paid to the City. Adjustments should ideally occur annually, but at maximum every three or five years as specified, except as permitted by the Code. The City may also include periodic rent adjustments in Agreements based on industry appropriate methodologies (*e.g.*, rent studies, appraisals).

3.7.7. Tenant Improvements

- 3.7.7.1. Improvements constructed by lessees pursuant to an Agreement with the City shall be authorized by the City in such Agreement and shall be constructed and maintained in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation the Airport Rules and Regulations and in accordance with the Development Standards contained in Section 5 herein.

3.7.8. Indemnification

- 3.7.8.1. The lessee agrees to indemnify, defend, and hold the City harmless as to liability of any kind resulting from the acts or omissions of the lessee.

3.7.9. Hazardous Materials

- 3.7.9.1. The lessee shall be solely and fully responsible for compliance with applicable laws relating to the environment and shall indemnify, defend, protect, and hold harmless the City arising from or related to the presence or discharge of Hazardous Materials.

3.7.10. Insurance

- 3.7.10.1. The lessee shall be responsible for procuring, maintaining, and furnishing evidence of liability and property insurance in the form, type, and amount required by the City under the Agreement and any applicable state or local law. Insurance requirements shall be reviewed by the designated departments and officials at the City responsible for ensuring the City is adequately protected from risk by such policies.

3.7.11. Federal Contract Provisions

- 3.7.11.1. The Agreement shall include and the lessee shall comply with the provisions required by the FAA, including without limitation those related to nondiscrimination and nonexclusive use of the Airport, as they may be amended from time to time.

3.7.12. Force Majeure

- 3.7.12.1. The City or lessee shall be excused if delayed, hindered, or prevented from performance of the Agreement by reason of war, pandemic, national emergency, or acts of nature. However, the lessee shall not be relieved of paying rentals, fees, and/or other charges when due and owing.

3.7.13. Subordination

3.7.13.1. Any Agreement shall contain a provision stating that such agreement shall be subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America relative to the operation and maintenance of the Airport System, the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the City of Federal funds for the development of the Airport. All Airport Agreements entered into by any Person operating on the Airport are subject to these requirements and lessees must incorporate applicable provisions into any sublease or subcontracting agreement that a Person may enter into.

3.7.14. Minority Business Enterprises

3.7.14.1. It is the policy of the City to utilize Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in all aspects of contracting. This commitment can be demonstrated by the efforts taken in the development of a MBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

3.7.15. War or National Emergency

3.7.15.1. During time of war or national emergency, the City shall have the right to lease the Airport, and/or landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

3.7.16. Subleasing, Assignment and Transfer; Leasehold Mortgages

3.7.16.1. Ground lease agreements shall provide that subleasing is permitted only with prior written approval of the City. In certain circumstances, the City and a lessee may negotiate for a standard form of sublease and requirements for sublessees that may be used by the lessee without City approval, such form and requirements to be provided for in the negotiated lease agreement. In all cases, lessees shall remain liable for all payments, terms and conditions of their lease notwithstanding any subleasing arrangement.

3.7.16.2. No ground tenant shall charge any sublessee more than fifteen percent (15%) above the fees for such space in such Person's Agreement with the City, such additional fees to be charged for administrative costs and not as profit.

- 3.7.16.3. Agreements may not be transferred or assigned without the prior written approval of the City and payment of the applicable transfer fee as set out in the City's fee resolution.
- 3.7.16.4. Leasehold mortgages must be approved by the City in writing and extend no further than the term of the lease Agreement.
- 3.7.16.5. Subleasing of City-owned hangars is prohibited.

3.7.17. City Right of Entry

- 3.7.17.1. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the regulations and standards, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements and all aircraft, equipment, and all licenses and registrations.

3.8. Requirements for Aeronautical Agreements

3.8.1. Rates

- 3.8.1.1. Rates for aeronautical use of property and/or facilities must be fair, reasonable, and not unjustly discriminatory. Individual circumstances, as determined by the City, may still warrant differences in rental rates among aeronautical lessees, including without limitation when a substantial capital investment is made that will benefit the Airport and its traveling public. In any case, the City shall determine rates so as to meet its obligation to maintain rates and charges in a manner that makes the Airport self-sustaining as possible, given the Airport's particular circumstances.

3.8.2. Commercial or Noncommercial Use

- 3.8.2.1. An Agreement entered into by a lessee for noncommercial use or lease of Airport property shall prohibit commercial activity on such property or otherwise pursuant to that Agreement. If a noncommercial lessee desires to conduct commercial activity on the leased premises, it must enter into an amendment or new agreement with the City consistent with the terms of this Policy and the Minimum Standards, as applicable, for such use.

3.8.3. Nonaeronautical Use Prohibited

- 3.8.3.1. Hangars and other space on the Airport dedicated for aeronautical use shall not be used at any time for nonaeronautical purposes without the explicit written permission of the City and consistent with the City's federal obligations. Hangars are at no time to be used for storage other

than the Aircraft itself. All items such as but not limited to household goods, paint, lumber, carpet, furniture, sporting goods, automobiles, recreational vehicles, snowmobiles, motorcycles, jet skis, ski equipment, boats, fishing gear, tractors, farming supplies, solvents and fuels are specifically prohibited unless it can be demonstrated that the incidental storage of these items in no way impacts safety or the storage of aircraft or the ingress or egress of such aircraft, solely incidental to the primary aeronautical use(s) permitted by the Agreement, and such use is consistent with FAA policy as determined by the City.

3.8.4. Hangar and Tie-Down Waiting List Policy

- 3.8.4.1. Due to high demand for hangar and tie-down leases, the City has established the wait list policy in Section 4 herein. The City reserves the right to utilize this wait list policy in order to facilitate the lease of other types of space at the Airport, including without limitation automobile parking, office space, or storage space.

3.8.5. Compliance with Minimum Standards

- 3.8.5.1. Agreements to perform Commercial Aeronautical Activities shall contain a provision requiring that Commercial Aeronautical Operators comply with the Minimum Standards as amended or updated by the City from time to time.

3.9. Requirements for Nonaeronautical Agreements

3.9.1. Fair Market Value

- 3.9.1.1. Nonaeronautical Agreements will only be considered by the City when there is no immediate aeronautical need for the proposed premises.
- 3.9.1.2. Nonaeronautical use must not interfere with the aeronautical use of the Airport and must not jeopardize future Airport development or create or contribute to a flight hazard.
- 3.9.1.3. Nonaeronautical Agreements must allow the City to terminate the Agreement and reclaim the Leased Premises in the event that aeronautical need for the property and/or facilities arises.
- 3.9.1.4. The City must receive at least fair market value (“FMV”) for providing Airport property and/or facilities for nonaeronautical use. FMV for nonaeronautical Agreements should be determined by an appraisal conducted within six (6) months of the execution of the Agreement by an independent and qualified real estate appraiser with experience appraising airport property.

- 3.9.1.5. At the City's sole discretion, the leasing of Airport property and/or facilities for nonaeronautical activities will be subject to FAA review and/or approval.

3.9.2. Mixed Use

- 3.9.2.1. If a lessee proposes to conduct both nonaeronautical and Aeronautical Activity under the Agreement, and the nonaeronautical Activity is not solely incidental to the predominantly Aeronautical Activity, as determined by the City in its sole discretion, the lessee shall pay to the City the appropriate FMV rate for the nonaeronautical portion of its activity and/or premises.

4. HANGAR AND TIE-DOWN WAIT LIST POLICY

4.1. General

- 4.1.1. This Hangar Waiting List Policy ("Policy") is designed to provide a process for aircraft owners to be placed, if needed, on a wait list for space in the T-hangar and exclusive use general aviation hangars as well as tie-down parking space at the Airport that is owned by the City and for the subsequent allocation of such space. The City owns, manages, and operates these hangars, and shall administer the hangar wait lists and this Policy.
- 4.1.2. Because demand is often greater than availability, compliance by Airport users with this Policy is mandatory to receive a lease for T-hangar, tie-down parking, or exclusive use hangar space owned by the City at the Airport. City will keep separate a separate wait list for T-hangar, tie-down, and exclusive use hangar space (aka Box Hangar).
- 4.1.3. This Policy may be amended or replaced by the City at any time in its sole discretion, provided, however, that any applicant currently on a wait list at that time shall be provided notice of any such amendment.
- 4.1.4. The order of the applicants on any wait list in existence as of the effective date of this Policy shall not be modified by this Policy. All applicants who presently appear on the wait list shall maintain their positions and priority, and the application procedures set forth in this Policy shall govern only (a) new applicants, or (b) modifications to the Aircraft's ownership, Aircraft model, or tail number of current applicants on the wait list. However, the offering of hangar and tie-down space to current applicants on the wait list will be governed by this Policy.

4.2. Application

- 4.2.1. Persons wishing to lease exclusive use hangar, T-hangar or tie-down space from the City shall provide a signed and dated application form to the City

for the specific facility requested using the City-approved form for such purpose. Such form shall be made available on the Airport's website or upon request. The application must include a nonrefundable application fee as set forth in the City's fee resolution and the following information:

- 4.2.2. Proof of ownership, lease, and/or insurance information for the aircraft must be provided with the application. Additionally, if applicant intends to apply to use the hangar space to operate a Commercial Aeronautical Operations at the Airport, applicant must provide application information consistent with Section 3 of the Minimum Standards upon application to the hangar wait list(s) and the City may request additional information from such applicants, including to determine whether the applicant would be capable of meeting the Minimum Standards for such services.
- 4.2.3. Applicants must be the current owner or partial owner of an Aircraft and provide evidence of such ownership to the City to be placed on a hangar or tie-down space wait list.
- 4.2.4. If sufficient space is not available to be leased to the applicant, the City shall notify the applicant and place such applicant on a wait list. The City shall maintain separate wait lists for hangars and tie-down space. An applicant will be placed on the wait list as of the date a complete application and application fee was received by the City.
- 4.2.5. If applicants fail to keep their contact information current and the City is unable to contact them, their name will be removed from the wait list. It is the applicant's responsibility to inform the City of any changes to their contact information.

4.3. Wait List Procedures

- 4.3.1. Subject to Section 4.3.6, when space becomes available or is known to become available in the next thirty (30) days, the City will notify the next applicant on the wait list whose aircraft is physically capable of occupying the available space. The determination of whether a particular aircraft can be physically accommodated in the hangar or tie-down space is in the City's reasonable discretion. Primary means of notification will be via e-mail and/or telephone. The City may also send a notification letter by U.S. Mail, but has the option of contacting the next applicant on the list via telephone/e-mail due to the added delay.
- 4.3.2. An applicant has two (2) business days from date of first notification to reply to the City. If the applicant fails to respond within these two (2) days, they will be removed from the wait list.
- 4.3.3. Applicants must be available and qualified (as specified below) to enter into a lease for the space upon notification of availability. If applicant is not

prepared to enter into a lease or is otherwise unqualified, they will forfeit their opportunity to enter into the lease and will be moved to the bottom of the applicable waitlist.

- 4.3.4. If the applicant with first priority does not respond, is not qualified, or declines the available space, the City will contact the next applicant on the list whose aircraft can be physically accommodated in the available space. Additionally, if an applicant does not enter into a lease agreement with the City within ten (10) business days of the City's notification to the applicant of the hangar availability, the City may contact the next such applicant.
- 4.3.5. Applicants may change their contact information or aircraft model and/or tail number at any time without losing their position on the wait list. The applicant should then notify the City that it should remove the prior Aircraft from the wait list.
- 4.3.6. Notwithstanding the order in which they were added to such wait list, applicants who intend to provide a Commercial Aeronautical Activity in their desired exclusive use hangar space may be given additional preference/priority on the exclusive use hangar wait list, in the City's reasonable discretion, including to reflect current need or demand for new or additional aeronautical services at the Airport. For example, an applicant that intends to provide a Commercial Aeronautical Activity at the Airport that no other Commercial Aeronautical Operator currently leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform such service may be given priority over other applicants on the exclusive use hangar wait list. This policy reflects the City's intent to use available hangars to house business type-aircraft and/or services that bring more revenue and business to the Airport and community.

4.4. Removal from Waiting List

- 4.4.1. Applicants that no longer wish to remain on the wait list are requested to contact the City to remove themselves.
- 4.4.2. In their reasonable discretion, the City may remove an applicant from the wait list if the applicant fails to comply with this Policy, the terms and conditions of any written agreement between the applicant and the City, any Airport rules, regulations, or standards, or is otherwise unqualified for a lease agreement.

5. DEVELOPMENT STANDARDS

5.1. Purpose

- 5.1.1. As part of its Airport Leasing and Development Policy, the City has developed these Development Standards in order to effectuate the following goals of the City: to promote consistent architectural design, site planning and visual appearance of hangars and other improvements constructed at the Airport; to ensure new hangar and other Airport development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety and welfare; and to ensure that Airport development will be designed and constructed in a manner that will enhance both existing and future development. Consideration of low water/power usage is an inherent part of these standards. All development must avoid creating wildlife attractants.
- 5.1.2. Absent express City approval, these Development Standards must be followed in the design of hangars and other structures built at the Airport. They do not replace local building and fire codes that are implemented by local county, state, and federal entities.
- 5.1.3. All City engineering standards for utilities will be strictly enforced on any Airport development. Water/Sewer utilities are provided by the City and subject to City standards for the installation and maintenance of the utilities. It is the responsibility of the tenant to meet all applicable utility codes and standards.
- 5.1.4. To the extent there is a conflict between these Development Standards and applicable state, County or City building, fire or other development code or requirement, the more stringent requirement shall apply.
- 5.1.5. These Development Standards apply to both proposed hangar development and existing hangar modifications.
- 5.1.6. Tenant is responsible for compliance with applicable County code, this document, or any other code applicable to the development of hangars or other structures at the Airport.

5.2. Site Plan Review / Permits

- 5.2.1. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the City to discuss the following pre-design requirements.
 - 5.2.1.1. Lease agreement terms and conditions
 - 5.2.1.2. Lot location for the proposed hangar

- 5.2.1.3. Development standards
- 5.2.1.4. Construction document requirements and timeline
- 5.2.1.5. Building Plans
- 5.2.1.6. Construction logistics and safety
- 5.2.2. Construction Documents: The tenant or designated representative shall prepare and submit an “Application for Land Lease” to the City within the timeline agreed to at the pre-design meeting, but in no event less than 90 days prior to when Tenant desires to sign a ground lease with the City.
- 5.2.3. The FAA requires an environmental study and decision in many instances before any construction or approvals may take place. This process will vary in length and the City has no ability to inform the tenant of the outcome or time this process may take. If the findings do not support tenant’s proposed project the lease will be terminated, or, at tenant’s request tenant may submit alternatives to be considered by the FAA if feasible. If tenant’s planned uses cannot be allowed the lease will become null and void without compensation to either tenant or City.
- 5.2.4. FAA Review: The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the FAA for approval. . The Airport Manager may assist with preparation, but the tenant will be responsible for providing all necessary information regarding tenant’s project and ensuring that all construction conforms to FAA requirements for development on the Airport. Form 7460-1 permits can take ninety (90) days or more to process and approve. An approved 7460-1 from FAA is required prior to the start of construction.
- 5.2.5. Permits: The tenant is responsible for obtaining all applicable building permits from the County. All permits shall be obtained before the start of construction. The Airport Manager must approve all construction plans prior to the application for any building permit. Lessee remains responsible to meet all code, permitting and FAA requirements regardless of Airport Manager’s approval.
- 5.2.6. Survey =: Tenant will be responsible for obtaining a legal description of the ground leased area at its sole cost and expense.
- 5.3. Setbacks
 - 5.3.1. Setbacks from object free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxilanes and to allow access for emergency vehicles. All setbacks shall conform to FAA Specifications, as may be amended. The site plan shall show the location and dimension of

all object free areas on impacted taxiways or taxi-lanes. The following hangar development setbacks apply:

- 5.3.2. Hangars, and appurtenant utilities, structures, and development modifications will be located outside the established taxiway/taxilane object free area.
- 5.3.3. Hangars facing access to a taxilane shall have an FAA approved setback based on the wingspan of the largest aircraft that can be stored in any hangar accessible by that taxilane.
- 5.3.4. Property Airport/County boundary lines (not lease lines)
 - 5.3.4.1. Setbacks for properties bounding County lands must meet County setback requirements for airport properties.

5.4. Height Restrictions

- 5.4.1. The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height as determined by Deschutes County Code or a height that would make it an obstruction under Federal Aviation Regulation (FAR) Part 77, as depicted on the FAA-approved Airport Layout Plan Drawing, whichever is more restrictive. If the construction will exceed the County limit of 35' but will not be an obstruction under FAR Part 77 a variance from the Deschutes County Code can be applied for from the County at the tenant's expense.

5.5. Hangar Size

- 5.5.1. All square footage must be utilized for aircraft storage. Tenant-constructed hangars must be sized sufficiently to accommodate authorized aircraft but no larger without prior City approval. Efforts to oversize hangar without permission will result in denial of application. These requirements shall not apply to Commercial Aeronautical Providers who demonstrate a commercial aeronautical need for multiple aircraft and whose operations require other building space (e.g., a flight school classroom). In such cases, the City and the Commercial Aeronautical Operator shall agree in the applicable lease agreement as to the size of tenant improvements in compliance with the Minimum Standards and appropriate under the circumstances. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location. .
- 5.5.2. Hangars are to be designed primarily to store Aircraft and house aviation related businesses that need to have access to the runway and taxiways.

- 5.5.3. Designs showing living quarters, storage for vehicles other than aircraft or designs obviously showing accommodation for non-aviation uses will be denied.

5.6. Architecture

- 5.6.1. Hangars erected at the Airport shall meet all applicable codes (County, FAA, etc.)

- 5.6.1.1. Construction Materials: Pre-fabricated, pre-engineered or erected hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Manager, the Fire Marshal, and the Building Inspector.
- 5.6.1.2. Structural Requirements: All hangars shall be engineered to meet Deschutes County building standards for hangars.
- 5.6.1.3. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area and adjacent hangars and shall be non-reflective in nature. Compatible is not intended to require the use of identical colors, designs or construction techniques.
- 5.6.1.4. Framing: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may only be built in designated areas with the approval of the Airport Manager and as permitted by Deschutes County code processes if applicable.
- 5.6.1.5. Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood or unfinished materials will be permitted. No use of damaged/salvaged materials will be allowed.
- 5.6.1.6. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots and crewmembers ability to safely perform their duties.
- 5.6.1.7. All new construction shall be of high quality and utilize materials and finishes, which will maintain their appearance with low maintenance.

5.7. Paved Access

- 5.7.1. The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, edge of taxilane or taxiway edge. The tenant is not required to pave the entire length of hangar door between the taxiway or taxilanes to the hangar. They may pave just the center width required to

accommodate the aircraft landing gear. The taxiway/taxilane generally range from 25' to 35' in width. The pavement strength and materials shall be designed to FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

5.8. Storm Water Systems

- 5.8.1. Storm water systems shall be designed to current city engineering standards and is subject to approval by the City's stormwater utility. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system. All storm drains shall meet City standards for storm water.

5.9. Signs

- 5.9.1. Signs are permitted in accordance with County signage standards on the street facing sides. All street facing signs must be approved by the County. No lighted signs are permitted on airside of Airport.

5.10. Lighting

- 5.10.1. Within the landside-property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and the airfield as required by Deschutes County Code. If hangar apron lighting is necessary, lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield. Lights shall only be operated when necessary for safety or obstruction marking.

5.11. Landscape

- 5.11.1. Plant materials, other than limited lawns, that attract birds and other wildlife are not permitted. Decorative Trees are not permitted. Existing trees will be allowed to remain unless the tree becomes a wildlife attractant, shows signs of disease or creates any type of aviation hazard at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed for compliance with FAA Advisory Circular (AC) 150/5200-33 "Hazardous Wildlife Attractants on or near Airports", as may be amended, by the Airport Manager

5.12. Sidewalks

- 5.12.1. If the proposed hangar borders landside Airport property, or a public street, where County standards require a sidewalk, the tenant is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property or the public street unless a sidewalk is already existing.

5.13. Parking

5.13.1. Parking shall be designed in accordance with County parking ordinances and, where required, ADA standards. Pavement, curb and gutter shall be designed to meet current County standards and codes and shall in no way interfere with or be part of the taxiway/taxiway/runway system. Pavement, curb and gutter shall not be required on lots that are completely within the Airport property boundaries. Owners and visitors of/to the hangar lots that are completely within Airport property boundaries will park their vehicles within their lot and/or hangar at all times. Parking on hangar lots may not interfere with the passage of aircraft, pedestrians, maintenance or snow removal equipment or other vehicles passing the area on common areas.

5.14. Outdoor Storage

5.14.1. Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar. Dumpsters will not be over filled and lids will be shut at all times to prevent the attraction of birds and other wildlife.

5.15. Utilities

5.15.1. The tenant shall negotiate for utility service with each individual utility company.

5.16. Temporary Buildings

5.16.1. Temporary construction site buildings such as trailers are subject to approval by the County building inspector. Temporary buildings cannot remain onsite for durations exceeding 12 months or the time needed to accomplish construction of the primary building or structure, whichever is less.

5.17. Refuse

5.17.1. No storage of any kind including but not limited to waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

5.18. Fire

5.18.1. The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail. Fire Codes will be enforced by the Fire Marshal or County Code enforcement officers. Citations shall be issued directly to the individual or business in violation. In addition all such citations will be considered a default in the lease agreements subject to cure as per the agreements. Failure to cure the default will result in cancellation of the agreement and eviction from the premises.

5.19. Fencing

5.19.1. Fence construction shall meet FAA and County specifications. Properties that are totally within the Airport boundary will not be fenced unless approved by the Airport Manager or required by the FAA.

5.20. Office, kitchen and restrooms in Hangars

5.20.1. Hangar owners are allowed, in accordance with County zoning and permitting requirements, to install offices, kitchens and restrooms in their hangar, which may be used only in conjunction with aviation purposes. Sleeping quarters are not allowed. The hangar may not be used for overnight stays or for any residential or non-aviation related activity. Living or residing in hangars is specifically prohibited. Crew quarters are allowed for facilities used for emergency life and health services such as Air Ambulance or Fire Stations that require 24 hour availability of crews.

5.21. Construction Standard

5.21.1. All construction must be accomplished in a timely manner. The City reserves the right to inspect and reject any phase of the construction. Detailed plans and drawings of the proposed hangar or development must be submitted to the City for approval before building permits or land use requests are applied for. Approved permits or land used decisions issued by the County must be presented to the Airport Manager and acknowledged in writing before construction can begin. The Airport Manager may withdraw permission to build if the County approved documents do not reflect the drawings and plans submitted to the Airport Manager prior to tenants application to County. All construction materials must be secured and prevented from leaving the construction site due to wind or vehicle traffic and be consistent with the Construction Safety Phasing Plan as approved by the Airport Manager.

5.22. Clean up and Reclamation

5.22.1. The tenant shall haul all excess gravel and topsoil material from the site to an alternative location off airport.

PART V DEFINITIONS

1. Definitions

Terms not defined herein shall have the definition as used in the City Code or in the relevant FAA Advisory Circulars and in the event of conflict, the more restrictive definition shall apply.

- 1.1. **Aeronautical Activity** means an activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations.
- 1.2. **Agreement** means any written agreement between the City and a Person for the use or lease of Airport property and/or facilities, whether aeronautical or nonaeronautical.
- 1.3. **Aircraft** means any machine or contrivance now known or hereafter designated, invented, or used for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, eVTOL, gyrocopter, ultra-light, balloon, or blimp.
- 1.4. **Aircraft Charter, Rental and Air Taxi Services** means the Commercial Aeronautical Activity involves the common carriage by Aircraft of persons or property as a for hire, either on a charter basis, or as an air taxi/air ambulance operator, and operating under 14 C.F.R. Part 135 and not including 14 C.F.R. Part 121 air carriers or that involves the lease or rental of Aircraft to the public on a monthly, hourly, or other periodic basis.
- 1.5. **Aircraft Engine, Propellor, and Accessory Maintenance** means the Commercial Aeronautical Activity that involves the provision of one or more FAA-approved airframe, engine, and accessories overhaul and repair services on Aircraft.
- 1.6. **Aircraft Painting** means the Commercial Aeronautical Activity that involves the painting of aircraft pursuant to FAA regulations and in accordance with all applicable manufacturer's standards.
- 1.7. **Aircraft Parts and Accessories Sales** means the Commercial Aeronautical Activity that involves the sale of used and/or new Aircraft parts and accessories.
- 1.8. **Aircraft Sales** means the Commercial Aeronautical Activity that involves the sale of used and/or new Aircraft (either on a retail or wholesale basis) and including providing Aircraft repair services and parts as necessary to meet any guarantee or warranty on the Aircraft sold.
- 1.9. **Aircraft Storage** means the Commercial Aeronautical Activity that involves the renting of conventional hangar, shade hangar, or fully enclosed "T" hangar Aircraft storage space, for the purpose of renting Aircraft storage space to aeronautical users at the Airport.

- 1.10. **Airport Manager** means the Airport Manager of the Bend Municipal Airport or his or her authorized designee as the case may be.
- 1.11. **Airport** means the Bend Municipal Airport.
- 1.12. **Airside** means that portion of the airport where aircraft movements take place; and areas that directly service the aircraft (taxiway, runway, maintenance facilities and fueling areas
- 1.13. **ATCT** means the Air Traffic Control Tower, if any, located at the Airport. As of the Effective Date, the Airport does not have an ATCT. If at any time the Airport does have an ATCT, every Person accessing the Airport shall comply with the directives, orders, and instructions of the ATCT. Appropriate Letters of Agreement may be required.
- 1.14. **City** means the City of Bend, Oregon.
- 1.15. **Commercial Aeronautical Activity** means any Aeronautical Activity where the purpose or effect of such activity is to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished.
- 1.16. **Commercial Aeronautical Operator** means a Person engaging in Commercial Aeronautical Activity at the Airport.
- 1.17. **Commercial Fueling Services** means the Commercial Aeronautical Activity of conducting aircraft fueling operations for commercial purposes at or on the Airport, including without limitation commercial self-service fueling, retail fuel sales, into-plane fueling, and the handling and storage of fuel. For the sake of clarity, self-service fueling in compliance with the Airport Rules and Regulations and FAA requirements shall not be considered Commercial Fueling.
- 1.18. **Effective Date** means the date these Rules and Regulations, Minimum Standards, and Leasing and Development Policy were last updated or promulgated by the City, as stated in PART I.
- 1.19. **FAA** means the Federal Aviation Administration or any successor agency thereto.
- 1.20. **Fixed Base Operator** or **FBO** means a Commercial Aeronautical Operator that has a lease agreement with the City and provides, at minimum, the following Commercial Aeronautical Activities at the Airport: (1) Commercial Fueling Services; (2) Aircraft Charter/Rental Services; (3) Flight Instruction; (4) Aircraft Engine, Propellor, and Accessory Maintenance; (5) Radio and Instrument Maintenance, Repair and Installation; and (6) Aircraft Parts and Accessories Sales. FBOs shall also provide the Ancillary FBO Services described in Section 5.2 of the Minimum Standards.

- 1.21. **Flight Instruction** means the Commercial Aeronautical Activity of providing flight instruction to student pilots at the Airport, including: (1) Full-Time Ground Schools; and (2) Independent Flight Instructors.
- 1.22. **Landside** means that portion of the airport utilized for all activities except aircraft movements. The landside generally excludes the following elements: vehicular access roads and parking, aircraft hangars, FBOs, maintenance facilities, and fuel storage areas.
- 1.23. **Radio and Instrument Maintenance, Repair and Installation** means the Commercial Aeronautical Activity that involves the repair of Aircraft radios, instruments, and accessories for Aircraft.
- 1.24. **Person** means an individual, corporation, partnership, or other legal entity, but does not include the City.



LEASE AGREEMENT

Hangar Location

THIS AGREEMENT, made and entered into this day **April 13, 2021** by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "LANDLORD" and, **Tenant Name**, as second party, hereinafter referred to as "TENANT."

WITNESETH:

WHEREAS, LANDLORD is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, TENANT desires to lease certain real property for airplane storage and hangar use.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) LANDLORD lease to TENANT and TENANT leases from LANDLORD the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of TWENTY (20) years, commencing on the **13th day of April 2021**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to LANDLORD'S receipt from TENANT of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by LANDLORD to give TENANT written notice that LANDLORD does not intend to extend the ten-year term of this lease shall be based upon LANDLORD'S need to utilize the subject property for other airport or aircraft purposes.
- 2) TENANT shall pay to the LANDLORD as yearly rent the sum of **FIFTEEN POINT SIX FOUR (15.64)** cents per square foot of the property described in Exhibit "A", subject to the rights of LANDLORD to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **1,600** square feet for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 15th day of August each year and is payable each year in advance.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with TENANT'S labor and at TENANT'S expense.

- 5) Any new construction or improvements made on the property are to be approved writing prior to commencement of either, and the same to be constructed and operated conformity with all ordinances and regulations of the City period of time following expiration of the term or termination of the lease.
- 6) The TENANT will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the TENANT agrees to correct such non-complying item at the TENANT'S sole expense.
- 7) The TENANT agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The TENANT shall not use leased land for any purposes other than those authorized herein without the written consent of the LANDLORD.
- 10) The LANDLORD reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The LANDLORD reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the LANDLORD and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the LANDLORD shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the LANDLORD is responsible, the TENANT shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If the TENANT fails to pay such claims or to discharge any lien, LANDLORD may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by LANDLORD and shall be payable on demand. Such action by LANDLORD shall not constitute a waiver of any right or remedy which LANDLORD may have on account of TENANT'S default.

TENANT may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as LANDLORD'S property interests are not jeopardized. If a lien is filed as a result of non-payment, TENANT shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with LANDLORD cash or a sufficient corporate surety bond or other security satisfactory to LANDLORD in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

- 15) The TENANT shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of TENANT'S activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by LANDLORD'S negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT under the provisions of the indemnification paragraph contained herein, and shall protect LANDLORD and TENANT against any and all claims of third persons. TENANT is required to provide a copy of current insurance coverage to the city.

For purposes of compliance with this section, the LANDLORD may provide sufficient insurance, naming the TENANT as an additional insured. Should the LANDLORD be unable to obtain liability and property damage insurance which provides adequate coverage, the TENANT shall be responsible for such coverage as specified above. In the event the LANDLORD provides said insurance, LANDLORD makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting TENANT. The purpose of said insurance is solely for the protection of LANDLORD and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to LANDLORD.

Should the LANDLORD be required to pay additional or increased rates, the City shall have a right to surcharge the TENANTS in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

- 16) No part of the leased property may be assigned to any third person without the prior written consent of the LANDLORD. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The LANDLORD shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

- 17) The following shall be events of default:

a) Failure of TENANT to pay any rent or other charge within thirty (30) days after it is due.

b) Failure of TENANT to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by LANDLORD specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if TENANT begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

c) Insolvency of TENANT; an assignment by TENANT for the benefit of creditors; the filing by TENANT of a voluntary petition in bankruptcy; and adjudication that TENANT is bankrupt or the appointment of a receiver of the properties of TENANT; the filing of an involuntary petition of bankruptcy and failure of the TENANT to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the TENANT to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If TENANT consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) days after an event of default occurs the remaining individuals produce evidence satisfactory to LANDLORD that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of TENANT under the lease.

- 18) In the event of a default, the lease may be terminated at the option of the LANDLORD by notice in writing to TENANT. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by TENANT in connection with a default, termination shall be automatic and without notice.
- 19) If the lease is not terminated by election of LANDLORD or otherwise, LANDLORD shall be entitled to recover damages from TENANT for the default.
- 20) If the lease is terminated for any reason, TENANT'S liability for damages shall survive such termination, and TENANT shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the LANDLORD. LANDLORD may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.
- 21) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to LANDLORD under applicable law.
- 22) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.
- 24) Any notice required or permitted under this lease shall be given when delivered or when deposited in the United States mail as certified mail, addressed as follows:

To LANDLORD:
City of Ontario
444 SW 4th Street
Ontario, OR 97914

To TENANT:
Tenant Name
Address
Ontario, OR 97914

or to such other address as may be specified from time to time by either of the parties in writing.

- 25) Subject to the above-stated limitation on transfer of TENANT'S interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.
- 26) If the TENANT fails to perform any obligation under this lease, the LANDLORD shall have the option to do so after fifteen (15) day's written notice to the TENANT. All of the LANDLORD'S expenditures to correct the default shall be reimbursed by the TENANT on demand with interest at the rate of 12% per annum from the date of expenditure by the LANDLORD.
- 27) In construing this lease, it is understood that the LANDLORD or TENANT may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, LESSEE, has caused these presents to be signed by its owner, this ____ day of _____, 2021.

CITY OF ONTARIO

TENANT

By: _____
Riley J. Hill, Mayor

By: _____
Tenant Name

ATTEST:

By: _____
Tori Barnett, MMC, City Recorder