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Minimum Standards

Adopted November 2018

City of Eugene
Eugene Airport
(Mahlon Sweet Field)

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1. DEFINITIONS

All definitions contained in this section apply to the Eugene Airport Minimum Standards, Rules and Regulations, and Leasing Policies.

Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa and the use of pronouns of any gender shall include any other gender.

Words or phrases that are not defined shall be construed consistent with their common meaning or as generally understood throughout the aviation industry.

All defined words are capitalized throughout the Airport's Minimum Standards.

Accident A collision, exchange of energy or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death.

Advisory Circular (AC) A document issued by the FAA to help explain the intent of a federal regulation, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related federal regulation.

Aeronautical Activity Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety or security of such operations. The following Aeronautical Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, Air Carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation Fuel and oil, Non-commercial construction of amateur-built or kit-built aircraft; Aircraft maintenance, repair, or refurbishment of aircraft; sale of Aircraft parts, and any other Activities which, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For the purpose of the Airport's Minimum Standards, all products and services described herein are deemed to be "Aeronautical Activities."

Agency Any federal, state, or local government entity, unit, organization, or authority.

Air Carrier Any entity engaged in the operation of any Aircraft for the purpose of transporting passengers, mail, freight, or cargo, whose operation is either intrastate or interstate and is operating in compliance with all of the federal regulations governing or pertaining to the operation of the same, whether the operations are scheduled or non-scheduled.

Aircraft Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance primarily used as safety equipment. Examples include airplanes, airships, balloons, dirigibles, rockets,

helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibious aircraft, seaplanes, and Unmanned Aircraft Systems (UAS).

Aircraft Design Group A grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet.
Group II: 49 feet up to but not including 79 feet
Group III: 79 feet up to but not including 118 feet
Group IV: 118 feet up to but not including 171 feet
Group V: 171 feet up to but not including 214 feet
Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Airframe and Powerplant Mechanic (A&P Mechanic) A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport The land and facilities known as Mahlon Sweet Airport (also referred to as the Eugene Airport) and any contiguous land owned by the City.

Airport Director The person appointed by or under the authority of the City Manager to exercise the functions and authority described in the Airport Rules & Regulations, or the Airport Director's designee.

Airport Grant Assurances Obligations required by the FAA that state the recipient shall maintain and operate their facilities safely and efficiently and in accordance with specified conditions.

Airport Layout Plan (ALP) The FAA approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navigation aids, etc.

Airport Operations Area (AOA) The AOA includes the runways, taxiways, ramps and property located within the boundary of the Airport's perimeter fence. Access to the AOA is restricted and general public access to the AOA is controlled.

Airport Security Plan A written program adopted by the Airport and approved by the Transportation Security Administration that provides for the safety and security of persons and property at the Airport as required by 49 CFR Part 1542.

Applicant A party desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who has applied in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Apron Those Paved areas of the Airport within the AOA designated by the Airport for parking, loading, unloading, fueling, or servicing of Aircraft.

Avgas (Aviation Gasoline) Fuel commonly utilized to power piston-engine Aircraft.

Based Aircraft Any Aircraft with an assigned Tiedown or hangar space at or on the Airport whose owner or Operator is utilizing the Airport as a base of operation.

Certificate of Insurance A certificate provided by and executed by an Operator's or Tenant's insurance company evidencing the insurance coverages of the Operator or the Tenant.

Compensation Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Commercial An Activity undertaken with the intent to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and service), and/or profit, whether or not such objectives are accomplished.

Contiguous Land Land that shares an edge or boundary or is separated by no more than a Taxilane or Taxiway.

Equipment All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Aeronautical Activity being performed.

Fixed Base Operator (FBO) A commercial Operator engaged in the sale and/or subleasing of products, services, and facilities to Aircraft Operators including, at a minimum, but not limited to the following Activities at the Airport:

- A. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants)
- B. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
- C. Aircraft Maintenance
- D. Aircraft Parking, Tiedown, Hangar, Office, and Shop

Flight Training Any use of an Aircraft to increase or maintain pilot or crewmember proficiency, including initial flight training.

Fuel Any substance (solid, liquid, or gas) used to operate any engine in Aircraft, Vehicles, or Equipment.

General Aviation All aviation with exception of Air Carriers and military.

Hangar any fully or partially enclosed storage facility for an Aircraft.

Improvements Any item constructed, installed, or placed on, under, or above any land on the Airport. Examples include buildings, structures, facilities, pavement, fencing, gates, and landscaping, etc.

Jet Fuel Fuel commonly utilized to power turbine-engine (Turboprop and Turbojet) Aircraft.

Leased Premises The land and/or Improvements leased by an Operator or Tenant and used by the Operator or Tenant for the conduct of the Operator's or Tenant's Activities.

Master Plan An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective, adopted by the City, and reviewed by the FAA. The ALP is a part of the Master Plan.

Non-Commercial Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Entity An entity that operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Aeronautical Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the Non-Commercial Entity neither offers nor engages in commercial Aeronautical Activities.

Operator An entity that has entered into an Agreement or Permit with the City to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities at the Airport.

Paved Covered with asphalt or concrete that forms a firm level surface.

Permit A license issued by the City to a person authorizing conduct of certain activities defined within the permit.

Piston Aircraft An Aircraft that utilizes a reciprocating engine for propulsion.

Private Aircraft Aircraft operated Non-Commercially by the Owner(s). This does not prohibit the Owner(s) or operator(s) of Private Aircraft from sharing the expense of the operations of an Aircraft. Private Aircraft may be used by persons other than the Owner, provided that the owner is not remunerated for the use. Company and corporately owned Aircraft that are operated for the free transportation of personnel and/or products are classified as Private Aircraft.

Readily Available Conveniently located, in close proximity, and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle Any Vehicle used for the transporting, handling, or dispensing of Fuels, oils, and lubricants.

Regulatory Measures Federal, state, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the Federal Aviation Administration, Transportation Security Administration, Environmental Protection Agency, Department of Homeland Security, National Fire Protection Association, the Airport Certification Manual, and these Minimum Standards.

Repair Station A certified Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions.

Rules and Regulations The rules and regulations adopted by the City Manager for the safe, secure, orderly, and efficient use of the Airport.

Security Plan A document developed by Operators and Tenants to ensure the safety and security of people and Property at the Airport.

Self-Fueler An Aircraft Owner or the Aircraft Owner's Employees, who fuel Aircraft using the Owner's Vehicles, Equipment, and resources.

Self-Fueling The fueling of an Aircraft by the Owner of the Aircraft, or the Owner's Employee, using the Owner's Vehicle, Equipment, and resources.

Self-Service Fueling The fueling of an Aircraft by the pilot using commercial (self-serve) Fuel pumps installed specifically for this purpose.

Specialized Aviation Service Operator (SASO) A commercial Operator that provides any one or a combination of commercial Aeronautical Activities with the exception of Aircraft Fuels (and lubricants) and passenger, crew, and Aircraft ground services, support, and amenities. Examples include Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, etc.

Specialized Aviation Service Permit (SASP) A commercial Operator must first complete a written application for a Specialized Aviation Service Permit and receive written approval before conducting Specialized Aviation Services at the Eugene Airport.

Spill Prevention, Control, and Countermeasures Plan (SPCC) A contingency plan defined by the Environmental Protection Agency that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

Standard Operating Procedures (SOP) Written instructions which describe procedures designed to achieve uniformity when performing a specific function.

Taxilane The portion of the Aircraft parking area used for access between Taxiways and Aprons and not under ATC control.

Taxiway A defined path, usually paved, designated for the taxiing of Aircraft from one part of the Airport to another.

Tenant Any person or business leasing or renting space at the Airport, including but not limited to, Concessionaires and airlines.

Tiedown An area, paved or unpaved, suitable for parking and mooring of Aircraft wherein suitable Tiedown points and Equipment to facilitate Aircraft Tiedown are located.

Transient Aircraft An Aircraft that is not based at the Airport.

Turbofan Aircraft An Aircraft that utilizes a turbojet engine in which a fan supplements the total thrust by forcing air directly into the hot turbine exhaust.

Turbojet Aircraft An Aircraft that utilizes a jet engine(s) that has (have) a turbine driven compressor and develops thrust from the exhaust of hot gases.

Turboprop Aircraft An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

Vehicle Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

2. INTRODUCTION

2.1 PURPOSE

2.1.1 The purpose of these Minimum Standards is to foster an environment at the Eugene Airport (Airport) that ensures the following: (a) Aviation safety and security, (b) The consistent provision of quality Aviation products, services, and facilities, (c) The development of quality Aviation Improvements, and (d) The orderly development of Airport Property for Aviation purposes.

2.1.1.1. To this end, all qualified and experienced entities desiring to engage in Aviation Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards.

2.1.2. Aviation Aeronautical Activities may be undertaken that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards may be established by the Airport on a case-by-case basis for such Activities.

2.2 APPLICABILITY

2.2.1. These Minimum Standards apply to any individual or any entity engaging in any Aeronautical Activities at the Airport.

2.2.1.1. Throughout these Minimum Standards, the words “standards” or “requirements” shall be understood to be modified by the word “minimum” except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constituted an acceptable minimum standard or requirement, shall be made by the Airport. All entities may exceed the applicable minimum standards and/or requirements. No entity shall be allowed to engage in Aviation Aeronautical Activities at the Airport under conditions that do not, in the Airport’s discretion, comply with these Minimum Standards.

2.2.2. These Minimum Standards shall apply to any new Agreement, Permit, or any amendment to any existing Agreement or Permit relating to the leasing and/or occupancy of Airport land or Improvements for General Aviation Aeronautical Activities. If an entity desires, under the terms of an existing Agreement or Permit, to change its Aeronautical Activities, as a condition of its approval of such change, the Airport and City may require the entity to fully comply with these Minimum Standards.

2.2.2.1. These Minimum Standards shall not affect any Agreement or Permit executed prior to the adoption of these Minimum Standards except as provided for in such Agreement or Permit.

2.2.2.2. These Minimum Standards shall not modify any existing or future Agreement or Permit which an entity is required to exceed these Minimum Standards.

2.3 GOVERNING BODY

2.3.1. The Eugene Airport (Airport) is owned and operated by the City of Eugene. The authority to: (a) grant the occupancy and commercial use or development of land or Improvements at the Airport, (b) grant the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and (c) approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including the Airport's Minimum Standards, is expressly reserved to the City.

2.4 AUTHORITY TO ADOPT

2.4.1. The Airport's Minimum Standards are adopted and can be amended under the authority of section 2.430(1) of the Eugene Code, 1971. Rulemaking follows the processes set out in sections 2.430 and 2.019 of the Eugene Code, 1971.

2.5 EFFECTIVE DATE

2.5.1. The Airport's Minimum Standards shall take effect on the date of their adoption by the City Manager and shall remain in effect, unless until they are modified or repealed by the City.

2.6 AIRPORT GRANT ASSURANCES

2.6.1. As set forth by the Federal Aviation Administration (FAA), by way of the Airport Grant Assurances, any Airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.

2.7 SUBORDINATION

2.7.1. The Airport's Minimum Standards are subject and subordinate to the provisions of any Agreements between the Airport and the State of Oregon or the United States pertaining to the planning, development, operation, and management of the Airport and are specifically subordinate to, and shall be construed in accordance with, the Airport Assurances.

2.8 COMPLIANCE WITH REGULATORY MEASURES AND AGREEMENTS

2.8.1. Compliance with the Airport's Minimum Standards shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the Airport under any Agreement or Permit.

2.9 CONFLICTING REGULATORY MEASURES AND AGREEMENTS

2.9.1. If a provision of the Airport's Minimum Standards is found to be in conflict with any other regulation or directive of the Airport, any provision of any applicable Regulatory Measure, or any provision of an existing Agreement or Permit (if provided for in the Agreement or Permit) or future Agreement or Permit, the provision that establishes the higher or stricter standard shall prevail.

2.10 RIGHT TO SELF-SERVICE

2.11.1. An Aircraft Owner may perform services on his/her own Aircraft utilizing the Aircraft Owner's Vehicles, Employees, Equipment, and resources. An Aircraft Owner is permitted to service his/her own Aircraft provided there is no attempt to perform such services for others for Compensation and further provided that the right to self-service is conditioned upon compliance with the Airport's Minimum Standards and all applicable Regulatory Measures.

2.11.1.1. If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have his/her Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to provide such services at the Airport under an Agreement or Permit with the Airport.

2.11 PROHIBITED ACTIVITIES

2.11.1. Through-the-Fence Aeronautical Activities are prohibited at the Airport.

2.11.2 "Through-the-Fence" means direct access to the Airport from private Property located contiguous to the Airport.

2.12 SEVERABILITY

2.12.1. If one or more clauses, sections, or provisions of the Airport's Minimum Standards is determined to be unlawful, invalid, or unenforceable by any court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of the Airport's Minimum Standards. If the application of any sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases of the Airport's Minimum Standards, or any part thereof, to any Leased Premises, Improvement, sign, other structure, or parcel of land is found to be invalid or ineffective in whole or in part by any court of competent jurisdiction, the effect of such decision shall be limited to the Leased Premises, Improvement, sign, other structure, parcel of land, or situation immediately involved in the controversy, and the application of any such sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases to other Leased Premises, Improvements, signs, other structures, parcels of land, or situation shall not be affected.

2.13 VARIANCE OR EXEMPTION

2.13.1. The Airport has the right, but is not obligated, to approve variances or exemptions to the Airport's Minimum Standards when a specific clause, section, or provision of the Airport's Minimum Standards may not be justified in a particular case because of special conditions or unique circumstances.

2.13.2. Prior to approving or denying variances or exemptions, the Airport shall conduct review of all relevant information to include those items

- described in this Section 2.15.5 of these Minimum Standards as well as any other information that may be requested or required by the Airport.
- 2.13.3. Approval or denial by the Airport of a variance or exemption shall be provided in writing.
- 2.13.3.1. If approved, the variance or exemption shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
- 2.13.3.2. An approval by the Airport of a variance or exemption shall not serve to amend, modify, or alter the Airport's Minimum Standards.
- 2.13.3.3. Requests for variance or exemption can also be denied in accordance with Section 2.16 of these Minimum Standards.
- 2.13.4. When a specific product, service, or facility is not currently being provided at the Airport, the Airport may enter into an Agreement or Permit with an Operator under terms and conditions that may be less than those outlined in the Airport's Minimum Standards for a limited period of time known as a pioneering period. The duration of the pioneering period shall be specified in the Agreement or Permit.
- 2.13.5. Requests for variance or exemption shall be submitted in writing to the Airport and must state the specific clause(s), section(s), or provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason for the proposed variance or exemption, identify the anticipated impact on the Airport (and other entities including Operators and Tenants at the Airport, users of the Airport, and the Public), and identify the duration of the proposed variance or exemption.
- 2.13.5.1. A variance or exemption is limited to the applicant requesting the variance or exemption.

2.14 GROUNDS FOR DENIAL

- 2.14.1. The Airport may reject any proposal, request for variance or exemption, or application for any one or more of the following reasons as determined in the sole discretion of the Airport:
- 2.14.1.1. The individual or entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Airport .
- 2.14.1.2. The proposed Aeronautical Activities and/or Improvements will create a safety or security hazard at or on the Airport or for the City.
- 2.14.1.3. The Airport would be required to expend funds and/or supply labor and/or materials in connection with the proposed Aeronautical Activities and/or Improvements that the Airport is unwilling and/or unable to expend or supply.
- 2.14.1.4. The proposed Aeronautical Activities and/or Improvements could result in a financial loss or hardship to the Airport.
- 2.14.1.5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Aeronautical Activity at the time the proposal or

- application are submitted, nor is such availability contemplated within a reasonable period of time.
- 2.14.1.6. The proposed Aeronautical Activities and/or Improvements do not comply with the Master Plan for the Airport and/or the ALP currently in effect or anticipated to be in effect within the period of time proposed by the entity.
 - 2.14.1.7. The development or use of the land requested by the entity will result in a congestion of Aircraft and/or the Improvements will unduly interfere with Aeronautical Activities of any existing Operator or Tenant on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator or Tenant.
 - 2.14.1.8. The entity has intentionally or unintentionally misrepresented or omitted a material fact in a proposal, on an application, and/or in supporting documentation.
 - 2.14.1.9. The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
 - 2.14.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating the Regulatory Measures of the Airport, any other Airport sponsor, the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Aeronautical Activity.
 - 2.14.1.11. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has ever defaulted in the performance of any Agreement, Permit, or Sublease at the Airport or at any other Airport.
 - 2.14.1.12. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed Aeronautical Activity.
 - 2.14.1.13. The entity cannot obtain insurance in the type and amounts required by the Airport for the proposed Aeronautical Activity.
 - 2.14.1.14. The entity's proposed Aeronautical Activity has been or could be detrimental to the Airport, the Operators or Tenants at the Airport, the users of the Airport, or the public.
 - 2.14.1.15. The entity seeks terms and conditions which are inconsistent with the Airport's policies and/or as stated in any request for qualifications and/or proposals issued by the Airport.
 - 2.14.1.16. The entity's interests and/or the proposed Aeronautical Activity or use is inconsistent with the Airport's mission, vision, values, goals, or objectives, the best interest of the Airport, or Airport Assurances.

2.15 DISPUTES

2.15.1. A party aggrieved by a decision of the Airport may appeal such decision utilizing the process outlined in the Appeals Chapter of the Airport's Rules and Regulations.

2.16 EXCLUSIVE RIGHTS

2.16.1. In accordance with the Airport Grant Assurances given to the federal or state government by the Airport as a condition to receiving federal or state funds, the granting of rights or privileges to engage in Commercial or Non-Commercial Aeronautical Activities shall not be construed in any manner as affording any entity any exclusive right, other than the exclusive use of an entity's Leased Premises and then only to the extent provided in the entity's Agreement or Permit.

2.16.1.1. The presence on the Airport of only one entity engaged in a particular Aeronautical Activity does not, in and of itself, indicate that an exclusive right has been granted. It is the practice of the Airport not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement or Permit with the Airport should neither expect nor request that the Airport exclude others who also desire to engage in the same or similar Aeronautical Activities. The opportunity to engage in an Aeronautical Activity shall be made available to those entities who are qualified and experienced and who comply with the requirements set forth in these Minimum Standards. In addition, space must be available at the Airport to support such Aeronautical Activities provided the use of the space and the Aeronautical Activity is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the Airport and the general public, as determined by the Airport in its sole discretion.

2.17 RIGHTS RESERVED

2.17.1. In addition to the following rights and privileges, the Airport reserves the rights and privileges outlined under federal Airport Grant Assurances as such rights and privileges may be amended from time to time.

2.17.1.2. The Airport further reserves the right to designate specific areas at the Airport for Aeronautical Activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future Aeronautical Activities and the land and/or Improvements that may be available and/or used for specific Aeronautical Activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.

- 2.17.1.3. The ALP reflects an agreement with the FAA regarding the proposed allocation of land and/or Improvements at the Airport to specific uses and/or development. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the Airport's Minimum Standards shall require or obligate the Airport to apply to the FAA for approval or the revision of the ALP on behalf of a prospective Operator or Tenant.
- 2.17.1.4. The Airport reserves the right to develop and make any improvements and/or repairs to the Airport that it deems necessary. Except in cases determined by the Airport to constitute an emergency, the Airport will provide advance notice to impacted parties of the date and time that such development, improvements, and/or repairs will be made. The Airport shall not be obligated to reimburse or compensate any Operator, Tenant, or any other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- 2.17.1.5. The Airport reserves the right to prohibit any entity from using the Airport, engaging in Aeronautical Activities at the Airport, and/or to revoke or suspend any privileges granted to any entity upon determination by the Airport that such entity has not complied with the Airport's Minimum Standards, applicable Regulatory Measures, or regulations or directives issued by the Airport, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.
- 2.17.1.6. During time of war or national emergency, the City shall have the right to enter into an Agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. If any such Agreement is executed, any Agreement between the Airport and an Operator or Tenant, insofar as it is inconsistent with the Agreement between the Airport and the United States Government, shall be suspended, without any liability on the part of the Airport to the Operator or Tenant or of the Operator or Tenant to the Airport.
- 2.17.1.7. The Airport will not relinquish the right to take any action the Airport considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity from erecting or permitting to be erected any facility or other structure that might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- 2.17.1.8. The Airport will not waive any sovereign, governmental, or other immunity to which the Airport may be entitled nor shall any provision of any Agreement or Permit be so construed or

construed in a way that would require the Airport to submit to the laws or any state other than those of the State of Oregon.

2.17.1.9. The Airport is under no obligation to provide financing and/or make any improvements to land and/or Improvements at the Airport to facilitate any development or consummate any Agreement or Permit proposed by a current or prospective Operator or Tenant. The Airport is under no obligation to: (a) pursue federal, state, or other funds to contribute to such development or (b) provide matching funds if required to secure such funding.

3. GENERAL REQUIREMENTS

3.1 INTRODUCTION

3.1.1. All entities engaging in Aeronautical Activities at the Airport shall fully comply with or exceed the requirements of these Minimum Standards.

3.2 EXPERIENCE/CAPABILITY

3.2.1. All entities shall, in the judgment of the Airport, demonstrate before and throughout the term of any Agreement or Permit with the Airport, the financial and technical capability to do any of the following as required by the applicable Agreement or Permit: develop and maintain Improvements; procure and maintain Vehicles, Equipment, and/or Aircraft; employ personnel; and engage in Aeronautical Activity.

3.2.2. All Operators shall, in the judgment of the Airport, throughout the term of the applicable Agreement or Permit with the Airport, consistently provide the products, services, and facilities required by the applicable Agreement or Permit and engage in the Aeronautical Activities required by the applicable Agreement or Permit in a safe, secure, efficient, courteous, prompt, and workmanlike manner in service to and to the benefit of the aviation community at EUG.

3.3 AGREEMENT OR PERMIT APPROVAL

3.3.1. Unless approved by Airport Director, no entity shall engage in an Aeronautical Activity at the Airport unless the entity has an Agreement or Permit with the Airport authorizing such Aeronautical Activity or the entity has received written approval from the Airport to Sublease land or Improvements from an authorized Operator or engage in the authorized Aeronautical Activity at the Airport.

3.3.2. An Agreement or Permit shall not reduce or limit entity's obligations with respect to these Minimum Standards, except as provided in such Agreement or Permit.

3.4 PAYMENT OF RENTS, FEES AND CHARGES

3.4.1. Entities shall pay the rents, fees, or other charges specified by the Airport for engaging in Aeronautical Activities as required by lease agreement.

3.4.2. An entity's failure to pay of any and all rents, fees, charges, and other sums due and owing to the Airport shall be grounds for revocation of the entity's Agreement, Permit, or the Airport's approval authorizing the conduct of Aeronautical Activities at the Airport.

3.5 LEASED PREMISES

3.5.1. An entity shall lease or Sublease sufficient Contiguous land and/or lease, Sublease, or construct sufficient Improvements for the Aeronautical Activity as required in these Minimum Standards.

3.5.1.1. Improvements shall fully comply with all applicable Regulatory Measures including, but not limited to, drainage, building and other setbacks, and Vehicle parking.

- 3.5.1.2. Construction of any Improvements must be approved in advance by the Airport and approved by any federal, state, or local Agency having jurisdiction.
- 3.5.1.3. Leased Premises that are used for commercial purposes that require public access shall have direct landside access unless approved in writing by Airport Director.
- 3.5.2. Apron/Paved Tiedowns
 - 3.5.2.1. Aprons/Paved Tiedowns must be adequate size and weight bearing capacity to accommodate the movement and staging of aircraft without interfering with the movement of other Aircraft.
- 3.5.3. Vehicle Parking
 - 3.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all entity's (and entity' Sublessees' if Subleasing facilities) customers', Employees', visitors', suppliers', or contractors' Vehicles and Equipment on a daily basis.
 - 3.5.3.2. Paved Vehicle Parking shall be on entity's Leased Premises.
 - 3.5.3.3. On-street Vehicle parking is not allowed.
 - 3.5.3.4. Vehicle Parking shall not interfere with the movement of Aircraft or emergency vehicles.
- 3.5.4 Facility Maintenance will be the sole cost and expense of the lessee and abide by the written lease agreement.

3.6 PRODUCTS, SERVICES, AND FACILITIES

- 3.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- 3.6.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.
 - 3.6.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
 - 3.6.2.1.1. Operator shall submit a schedule of pricing to the Airport as requested. In addition to identifying the pricing for Operator's products, services, and facilities, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.
 - 3.6.2.1.2. Operator shall post its schedule of pricing in a prominent place readily accessible and/or visible to the general public.
- 3.6.3. Operator shall conduct its Aeronautical Activities in a safe, secure, efficient, courteous, prompt, and workmanlike manner consistent with the degree of care and skill exercised by qualified and experienced operators providing comparable products, services, and facilities and/or engaging in similar Aeronautical Activities in similar markets.
 - 3.6.3.1. Operator shall maintain a customer service feedback program, which may be reviewed and approved by the Airport prior to commencing Aeronautical Activities at the Airport, which monitors the range, level, and quality of products, services, and facilities provided by Operator.

3.6.3.1.1. Operator shall provide information, data, and/or documentation relating to the program as the Airport may request from time to time.

3.6.3.2. Operator shall promptly respond to any customer complaints and/or disputes and resolve the complaint and/or dispute to the satisfaction of the Airport.

3.7 MULTIPLE AERONAUTICAL ACTIVITIES

3.7.1. When more than one Aeronautical Activity is conducted at the Airport, the Minimum Standards or requirements shall be established by the Airport.

3.7.2. The minimum standards or requirements for combined Aeronautical Activities shall not be:

3.7.2.1. Less than the highest standard or requirement for each element (e.g., land, hangar, office, shop, etc.) within the combined Aeronautical Activities, or

3.7.2.2. Greater than the cumulative standards or requirements for all of the combined Aeronautical Activities.

3.8 LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

3.8.1. Entity shall obtain, at entity's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of entity's Aeronautical Activities at the Airport prior to engaging in any Aeronautical Activity at the Airport. Upon request, entity shall provide copies of such licenses, permits, certifications, or ratings to the Airport within ten (10) Business Days.

3.9 PERSONNEL

3.9.1. The Operator shall demonstrate sufficient personnel and necessary experience to perform the Aeronautical Activity proposed.

3.10 AIRCRAFT, EQUIPMENT, AND VEHICLES

3.10.1. All required Aircraft, Equipment, and Vehicles must be fully operational and available at all times and must be capable of providing all required products and services in a manner consistent with their intended use.

3.10.1.1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis for a reasonable time period, due to routine or emergency maintenance as long as appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

3.11 HOURS OF ACTIVITY

3.11.1. Operator hours of activity and contact information for after-hours service shall be clearly posted in public view.

3.11.2. Unless otherwise stated in lease agreement with Airport, Operator's services shall be continuously offered and available to meet reasonable demand for customers for the Aeronautical Activity between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

3.12 SECURITY

- 3.12.1. Entity shall comply with the Airport's security requirements and/or best practices as applicable to operations.
- 3.12.2. Entity must comply with all applicable reporting requirements established by the Airport, FAA, DHS, TSA, any other governmental Agencies, and/or any law enforcement Agencies.

3.13 TAXES

- 3.13.1. Entity shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to entity's Leased Premises and/or entity's Aeronautical Activities at the Airport.

3.14 INSURANCE

- 3.14.1. Entity shall procure, maintain, and pay all premiums throughout the term of its Agreement or Permit for the insurance coverages and amounts required by Regulatory Measures and set as forth in Entity's lease agreement and/or permit.
- 3.14.2. When entity engages in more than one Aeronautical Activity, the minimum coverages and amounts shall be established by the Airport and may vary depending upon the nature of each Aeronautical Activity or combination of Aeronautical Activities, but shall not necessarily be cumulative.
- 3.14.3. Certificates of Insurance for the insurance coverages required by Regulatory Measures and set forth in these Minimum Standards for each Aeronautical Activity shall be delivered to the Airport upon execution of any Agreement, Permit, or when approval is given by the Airport to engage in Commercial or Non-Commercial Aeronautical Activities at the Airport. Therefore, entity shall maintain a current Certificate of Insurance with the Airport and provide a copy of the policy upon request. In addition, thirty (30) calendar days prior to any change or renewal (e.g., changing underwriters, coverages, or amounts), entity shall furnish a Certificate of Insurance reflecting the change to the Airport.
- 3.14.4. The coverages and amounts stipulated herein for each Aeronautical Activity represent the minimum coverages and amounts that shall be maintained by entity, at all times, to engage in Aeronautical Activities at the Airport. Entities are encouraged to secure higher amounts.
- 3.14.5. Any self-insured entity shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the City and the Airport in the event of any claims or litigation arising out of entity's Aeronautical Activities at the Airport. Such evidence shall be reviewed and approved in writing by the Airport.
- 3.14.6. Entity shall, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, tornado, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of

repairing, restoring, or reconstructing said Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved, in writing, in advance, by the Airport.

- 3.14.7. Entity to known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the Airport.

3.15 INDEMNIFICATION AND HOLD HARMLESS

- 3.15.1. Entity agrees to defend, indemnify, and hold harmless the City of Eugene, and all City officials, employees, agents, and volunteers from and against any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the City and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the Airports or the City's negligence or willful misconduct: (a) any act, omission or negligence of entity or entity's advisory board, Employees, agents, or volunteers; (b) any use, occupation, management or control of the Leased Premises by entity, whether or not due to entity's own act or omission Leased; (c) any condition created in or about the Leased Premises Leased after the effective date; and, (d) any breach, violation, or nonperformance of any of entity's obligations under any Agreement or Permit.
- 3.15.2. For purpose of (a) through (d), entity shall be deemed to include entity and entity's Employees, agents, invitees, and contractors.

4. FIXED BASE OPERATORS

4.1 INTRODUCTION

In addition to the General Requirements set forth in Chapter 3, each FBO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

4.2 SCOPE OF ACTIVITY

- 4.2.1. Unless otherwise approved by Airport Director, all products and services provided by the FBO shall be provided by the FBO's employees using Aircraft, Vehicles, Equipment, and resources that are owned, leased, or operated by the FBO.
- 4.2.2. FBO's products and services shall include the following:
 - 4.2.2.1. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants:
 - 4.2.2.1.1. Deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft using the Airport.
 - 4.2.2.1.2. Provide a prompt response time from the time of the customers' request during required hours of activity except in circumstances and/or situations beyond the control of the FBO.
 - 4.2.2.2. Passenger, crew, and Aircraft ground services, support, and amenities:
 - 4.2.2.2.1. Meet, direct, and park all Aircraft arriving on FBO's managed Apron with the exception of Aircraft having a designated parking space.
 - 4.2.2.2.2. Provide courtesy transportation for passengers, crew, and baggage, as necessary and appropriate.
 - 4.2.2.2.3. Provide hangar storage of Aircraft upon the FBO's leased premises, to include towing aircraft in and out of hangars.
 - 4.2.2.2.4. Provide crew and passenger baggage handling and other related Aircraft arrival and departure services.
 - 4.2.2.2.5. Provide oxygen, nitrogen, and compressed air services.
 - 4.2.2.2.6. Provide lavatory services, Aircraft cleaning services and Aircraft deicing services.
 - 4.2.2.2.7. Provide Aircraft ground power to meet market demand.
 - 4.2.2.2.8. Make available crew and passenger ground transportation arrangements (e.g. Chauffeured Limousine, shuttle, rental car, etc.) and accommodation arrangements.
 - 4.2.2.2.9. Make Aircraft catering arrangements.
 - 4.2.2.3. Aircraft Maintenance:
 - 4.2.2.3.1. Provide Aircraft Maintenance (as defined in 14 CFR Part 43) for Group I and Group II Piston, Turboprop, and Turbojet, including Turbofan Aircraft.

- 4.2.2.3.2. Employ and have on-duty a minimum of one (1) FAA certified technician who possess an airframe, power plant, or Inspection Authorization rating as specified in 14 CFR Part 65, or the maintenance facility shall be certified under and satisfy all the requirements as specified in 14 CFR Part 145.
- 4.2.2.3.2. Provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight.
- 4.2.2.3.3. Provide wheel and brake, propeller, and battery service.
- 4.2.2.3.4. FBO can meet these requirements by arrangement and through Agreement with an authorized Sublessee who meets the Minimum Standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.
- 4.2.2.4. Aircraft Storage
 - 4.2.2.4.1. FBO shall develop, own, and/or lease facilities for the purpose of Subleasing Aircraft Storage facilities and associated office or shop space to individuals or entities engaging in Commercial or Non-Commercial Aeronautical Activities.

4.3 LEASED PREMISES

- 4.3.1. FBO shall have adequate land and Improvements to accommodate all Aeronautical Activities of the FBO and all approved Sublessees, but not less than the following, which are not cumulative:
 - 4.3.1.1. Apron- shall be based on FAA Design Standards (any deviations from design standards shall be reviewed and must be approved by the Airport Director), but shall not be less than 30% of leased area and shall be located immediately adjacent to the FBO's primary facility. The apron shall have a weight bearing capacity that can accommodate the largest Aircraft currently and/or anticipated to be handled or serviced by the FBO on the Leased Premises.
 - 4.3.1.2. Terminal- The FBO shall lease or construct a customer area which includes adequate space for crew and passenger lounge(s), flight planning room, conference room, and restrooms. Administrative areas shall include adequate space for Employee offices, work areas, and storage.
 - 4.3.1.3. Vehicle Parking- The FBO shall provide adequate parking to meet the needs of customers and employees in accordance with City Building Codes but not less than five (5) paved parking spaces on the property.
 - 4.3.1.4. Aircraft Maintenance and Storage- The FBO shall lease or construct, on the FBO's leased premises, a maintenance shop and storage hangar with a minimum of 5,000 sq. feet of space.

The hangar area shall be adequate to support the largest Aircraft currently/or anticipated to be stored or serviced by the FBO.

4.4 FUEL STORAGE

- 4.4.1. FBO shall develop, own, and/or lease an above ground Fuel storage facility at the Airport. Unless otherwise required or authorized by the Airport Director, the Fuel storage facility shall be located in a location consistent with the Airport Master Plan, ALP, and/or Land Use Plan and approved by the Airport.
- 4.4.2. In no event shall the total storage capacity of the fuel storage facility be less than:
 - 4.4.2.1. 10,000 gallons for Jet Fuel storage
 - 4.4.2.2. 10,000 gallons for Avgas storage
 - 4.4.2.3. FBO shall have adequate storage for waste Fuel or test samples or the capability to recycle same;
 - 4.4.2.4. FBO shall also demonstrate capability of expanding its fuel storage facility and/or capacity within a reasonable period of time.
- 4.4.3. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- 4.4.4. FBO shall provide the Airport with a written SPCC Plan that meets Regulatory Measures for Fuel storage facilities and FBO Aeronautical Activities. An updated copy of the SPCC Plan shall be filed with the Airport at least twenty (20) Business Days prior to any scheduled changes in operations.
- 4.4.5. FBO shall be solely liable for and shall defend, indemnify, save, protect, and hold harmless the City of Eugene from all leaks, spills, or other damage that may result from the handling, storage, and/or dispensing of Fuel.
- 4.4.6. Fuel delivered, stored, or dispensed by FBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of the FBO.
- 4.4.7. On or before the 15th day of each month, FBO shall: (a) provide a summary report to the Airport identifying the number of gallons of: (i) aviation fuel purchased by FBO by Fuel type in the previous month, (ii) aviation fuel delivered to FBO's Fuel storage facility by Fuel type in the previous month, and (iii) aviation fuel dispensed to FBO customer Aircraft and/or dispensed by FBO at the Airport by customer type in the previous month and (b) pay the appropriate fees and charges due to Airport Administration.
- 4.4.8. Records and meters shall be made available for review by the Airport Director. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to FBO and the amount of Fuel delivered to FBO customer Aircraft and/or dispensed by FBO at the Airport, the greater amount shall prevail and the FBO shall promptly pay all additional

fees and charges due and owed at Airport Administration, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

4.5 FUELING EQUIPMENT

- 4.5.1. FBO shall have two Jet Fuel Refueling Vehicles with one having a capacity of at least 5,000 gallons and the other having a capacity of at least 3,000 gallons.
- 4.5.2. FBO shall have two Avgas Refueling Vehicles with one having a capacity of at least 1,500 gallons and the other having a capacity of at least 750 gallons.
 - 4.5.2.1. A fixed Avgas Self-Service Fueling system can be substituted for an Avgas Refueling Vehicle. If so, the system shall: (a) be constructed or installed in a location specified and approved by the Airport (b) a set minimum capacity of 2,000 gallons, (c) be available and maintained by FBO for public commercial use, (d) have adequate lighting, and (e) have detailed and readily accessible instructions for the proper and safe operation of the system and a fully operational and readily accessible telephone, emergency shut-off, properly rated fire extinguisher, and Fuel spill kit.
 - 4.5.2.2. FBO may have only one Avgas Refueling Vehicle if FBO has a written agreement with a separate fuel provider at the Airport to provide Avgas Fueling services at times when the FBO's Refueling Vehicle is unavailable or unable to meet the required response time. A copy of such Agreement must be provided to the Airport.
- 4.5.3. Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability. All Refueling Vehicles shall be bottom loaded.
- 4.5.4. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
 - 4.5.4.1. State of Oregon and the City of Eugene;
 - 4.5.4.2. NFPA Codes;
 - 4.5.4.3. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
 - 4.5.4.4. Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

4.6 OTHER EQUIPMENT

- 4.6.1. FBO shall own or lease the following Equipment at a minimum:
 - 4.6.1.1. Adequate wheel chocks for Aircraft parking on open Apron areas and Equipment for securing Aircraft.
 - 4.6.1.1.1. For Aircraft Tiedowns, FBO shall have ropes, chains, and other types of Aircraft restraining devices which

are required to safely secure Aircraft as described in
FAA Advisory Circular 20-35C

- 4.6.1.2. One (1) oxygen cart, one nitrogen cart, and one compressed air unit
- 4.6.1.3. At least one (1) Vehicle to be utilized for transportation of passengers, crews, and baggage to and from destinations on the Airport and local area resorts, hotels, and restaurants.
- 4.6.1.4. Deleted.
- 4.6.1.5. Deleted.
- 4.6.1.6. Deleted.
- 4.6.1.7. Two (2) Aircraft towing Vehicles and tow bars/heads with at least one (1) Vehicle and one tow bar/head having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport
- 4.6.1.8. Two (2) ground power units capable of providing electricity to direct current (DC) powered Aircraft and one (1) ground power unit capable of providing electricity to auxiliary current (AC) powered Aircraft
- 4.6.1.9. One (1) lavatory service cart and one portable water unit
- 4.6.1.10. One (1) air stairs unit, one (1) baggage cart, and one (1) baggage belt unit
- 4.6.1.11. Deleted.
- 4.6.1.12. Spill kits including one (1) mobile unit per contiguous Apron area owned, leased, and/or managed by the FBO with the necessary Equipment and materials to contain a Fuel spill and restrict it from flowing into drains or other areas
- 4.6.1.13. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on all Apron areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles and Equipment
- 4.6.1.14. All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications
- 4.6.2. All vehicles shall have proper markings per the Airport Rules & Regulations.

4.7 LICENSES AND CERTIFICATIONS

- 4.7.1. Personnel shall hold all required licenses and certifications for any activity they undertake on behalf of the FBO.

4.8 FBO PERSONNEL

- 4.8.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained at all times.
 - 4.8.1.1. Management and administrative personnel shall not be required to be uniformed.
- 4.8.2. FBO shall develop and maintain SOPs for Fueling and ground handling and shall ensure compliance with standards set forth in AC 00-34A

“Aircraft Ground Handling and Servicing.” FBO’s SOP shall include a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires. FBO’s SOP shall be submitted to the Airport no later than twenty (20) Business Days before the FBO’s Aeronautical Activities are scheduled to commence at the Airport and it shall be resubmitted any time changes to the SOP are planned.

- 4.8.3. FBO shall have two (2) properly trained and qualified line service technicians (FBO Employees), on each shift to provide Aircraft Fueling, Parking, and ground services and support.
 - 4.8.3.1. FBO shall have one (1) supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).
- 4.8.4. FBO shall have one (1) properly trained and qualified customer service representative (FBO Employee), on each shift (except between the hours of 10:00 p.m. to 6:00 a.m.) to provide customer service and support.
- 4.8.5. FBO (or authorized Sublessee- Aircraft Maintenance Operator) shall have two (2) properly trained and qualified A&P Mechanics (Employees) to perform Aircraft Maintenance on Aircraft normally frequenting the Airport.
- 4.8.6. FBO (or authorized Sublessee – Aircraft Maintenance Operator) shall have one (1) properly trained and qualified maintenance customer service representative (Employee).
 - 4.8.6.1. An A&P Mechanic may fulfill the responsibilities of the maintenance customer service representative unless the A&P mechanic is performing duties off-Airport.

4.9 HOURS OF ACTIVITY

- 4.9.1. Unless otherwise approved by the Airport Director, Aircraft Fueling, Parking, and passenger, crew, and Aircraft ground services, support, and amenities shall be continuously offered and available to meet reasonable demands of customers 24 hours a day, 7 days a week, including holidays.

4.10 AIRCRAFT REMOVAL

- 4.10.1. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, the FBO shall be to lend assistance promptly from the time the request is made by the Airport or the Aircraft Owner/Operator in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and have sufficient equipment, or access to such equipment, to properly remove from the Movement Area any disabled, towable Aircraft weighing 37,000 pounds or less within a reasonable period of time.

5. AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.1 INTRODUCTION

- 5.1.1. An Aircraft Maintenance Operator is a commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and other related components (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by and under the full and exclusive control of Operator.
- 5.1.2. In addition to the General Requirements set forth in Chapter 3, each Operator at the shall fully comply with the following Minimum Standards set forth in this section.

5.2 LEASED PREMISES

- 5.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessees, but not less than the following.
- 5.2.2. Facilities shall include customer/administrative, shop, and Hangar areas.
 - 5.2.2.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
 - 5.2.2.2. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 5.2.2.3. Hangar area shall be a minimum of 2,000 square feet and able to accommodate the largest aircraft being serviced.

5.3 VEHICLES AND EQUIPMENT

- 5.3.1 Operator shall have access to the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

5.4 LICENSES AND CERTIFICATION

- 5.4.1. Operator conducting Aircraft Maintenance on Turboprop or Turbojet Aircraft shall be properly certified as an FAA Repair Station, as defined by 14 CFR Part 145.
- 5.4.2. Personnel shall Personnel shall hold current FAA certifications and hold the appropriate ratings for the work being performed.

5.5 PERSONNEL

- 5.5.1. Operator shall provide a sufficient number of personnel including A&P Mechanics and customer service representatives to carry out Operator's Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers.
- 5.5.2. If Operator is providing Aircraft Maintenance on Piston and Turboprop Aircraft only:

- 5.5.2.1. Operator shall employ one A&P Mechanic and one customer service representative as employees who shall be available during the required hours of activity.
 - 5.5.2.1.1. An A&P Mechanic may fulfill the responsibilities of the customer service representative unless the A&P mechanic is performing duties off-Airport.
- 5.5.2.2. Operators providing 100 hour, annual, or phase inspections shall employ one A&P Mechanic having Inspection Authorization (IA).
- 5.5.3. If Operator is providing Aircraft Maintenance on Turbojet Aircraft:
 - 5.5.3.1. Operator shall employ two (2) A&P Mechanics and one (1) customer service representative as employees who shall be available during the required hours of activity.
 - 5.4.3.1.1. An A&P Mechanic may fulfill the responsibilities of the customer service representative unless the A&P mechanic is performing duties off-Airport.
 - 5.5.3.2. Operators providing 100 hour, annual, or phase inspections shall employ at least one (1) A&P Mechanic having Inspection Authorization (IA).

5.6 MAINTENANCE ACTIVITIES INVOLVING AIR CARRIER AIRCRAFT

- 5.6.1. Air Carrier employees or entities that are under contract with an Air Carrier are not required to become a SASO provided that they do not make their services available to other non-Air Carrier users of the Airport.

6. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

6.1 INTRODUCTION

- 6.1.1. An Avionics or Instrument Maintenance Operator is a commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).
- 6.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following Minimum Standards set forth in this section.

6.2 LEASED PREMISES

- 6.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessees, but not less than the following.
- 6.2.2. Facilities shall include customer/administrative, shop, and Hangar areas.
 - 6.2.2.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
 - 6.2.2.2. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 6.2.2.3. If Operator is performing services that require a Hangar, facilities shall include Hangar area and accommodate the largest aircraft being serviced.

6.3 VEHICLES AND EQUIPMENT

- 6.3.1 Operator shall have access to the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

6.4 LICENSES AND CERTIFICATION

- 6.4.1. Operator conducting avionics or instrument maintenance shall be properly certified by the FAA as a Repair Station, as defined by 14 CFR Part 145.
- 6.4.2. Personnel shall be properly certificated by the FAA and the Federal Communications Commission and hold the appropriate ratings for the work being performed.

6.5 PERSONNEL

- 6.5.1. Operator shall provide a sufficient number of personnel including technicians and customer service representatives to carry out Operator's Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers.
 - 6.5.1.1. Operator shall employ one (1) technician and one (1) customer service representative as Employees who shall be available during required hours of activity.

6.5.1.1.1. Technician may fulfill the responsibilities of the customer service representative unless technician is performing duties off-Airport.

7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.1 INTRODUCTION

- 7.1.1. An Aircraft Charter Operator is a commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.
- 7.1.2. An Aircraft Management Operator is a commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the general public.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following Minimum Standards set forth in this section.

7.2 LEASED PREMISES

- 7.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator, but not less than the following:
 - 7.2.1.4. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by and under the full and exclusive control of Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for and Aircraft Maintenance Operator.
 - 7.2.1.4.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
 - 7.2.1.4.3. Hangar or maintenance area (for a Lessee), if required, shall be at least 2,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 7.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate at least 1 Aircraft having a minimum wingspan of 40 feet or all Aircraft in Operator's fleet, whichever is greater.
 - 7.2.1.3.1. If Operator utilizes a hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.

7.3 VEHICLES AND EQUIPMENT

- 7.3.1 Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.
- 7.3.2. Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one (1) certified and continuously airworthy Turboprop Aircraft or larger which

shall be equipped for and fully capable of flight under instrument conditions.

7.4 LICENSES AND CERTIFICATIONS

- 7.4.1. Aircraft Charter Operators shall have and provide to the Airport, upon request, all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s).
- 7.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Aeronautical Activity.

7.5 PERSONNEL

- 7.5.1. Operator shall provide a sufficient number of personnel to carry out Operator's Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.
 - 7.5.1.1. Aircraft Charter Operator shall employ one (1) chief pilot, one (1) commercial pilot who may also serve as the chief pilot, and one (1) customer service representative as employees who shall be available during the required hours of activity.
 - 7.5.1.1.1. The chief pilot or the commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off-Airport.
 - 7.5.1.1.2. Aircraft Management Operator shall employ one (1) customer service representative as an Employee who shall be available during required hours of activity.

7.6 HOURS OF ACTIVITY

- 7.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Aeronautical Activity.
- 7.6.2. After hours, on-call response time to prospective customer inquiries shall not exceed one (1) hour, a trip quote shall be provided to the prospective customer within one (1) hour of that time, and notwithstanding circumstances beyond Operator's control, the Operator shall be able to initiate the flight within two (2) hours of the time the trip quote was provided to the prospective customer.

8. AIRCRAFT SALES OPERATOR (SASO)

8.1 INTRODUCTION

- 8.1.1. An Aircraft Sales Operator is a commercial Operator engaged in the sale of 3 or more new and/or used Aircraft during a 12-month period.
- 8.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall fully comply with the following Minimum Standards set forth in this section.

8.2 LEASED PREMISES

- 8.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessees, but not less than the following.
- 8.2.2. Facilities shall include customer/administrative, shop, and Hangar areas.
 - 8.2.2.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
 - 8.2.2.2. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 8.2.2.3. If Operator is performing services that require a Hangar, facilities shall include Hangar area and accommodate the largest aircraft being serviced.
- 8.2.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate 1 Aircraft having a minimum wingspan of 40 feet or all Aircraft in Operator's fleet, whichever is greater.
 - 8.2.3.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, Paved Tiedowns are not required.

8.3 DEALERSHIP

- 8.3.1. An Operator, who is an authorized factory sales franchise, dealer, or distributor either on a retail or wholesale basis, shall have available or shall make available with reasonable advance notice at least one model demonstrator of Aircraft in each of its currently authorized product lines.

8.4 LICENSES AND CERTIFICATIONS

- 8.4.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

8.5 PERSONNEL

- 8.5.1. Operator shall provide a sufficient number of personnel to carry out Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.

8.5.1.1. Operator shall employ one (1) commercial pilot and one (1) customer service representative who shall be available during the required hours of activity.

8.5.1.1.1. The commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off-Airport.

8.6 EQUIPMENT

8.6.1. Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

9. AIRCRAFT STORAGE OPERATOR (SASO)

9.1 INTRODUCTION

- 9.1.1. An Aircraft Storage Operator is a commercial Operator that develops and owns or leases and Aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in commercial or Non-Commercial Aeronautical Activities.
- 9.1.2. In addition to the General Requirements set forth in Section 2, each commercial Aircraft Storage Operator at the Airport shall fully comply with the following Minimum Standards set forth in this section.

9.2 LEASED PREMISES

- 9.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessee(s).
 - 9.2.1.1. All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.
 - 9.2.1.2. The development of hangar(s) shall be limited to designs pre-approved by the Eugene Airport.
 - 9.2.1.3. Aircraft storage and hangar service operator shall:
 - 9.2.1.3.1. Make hangar operator's contact name and phone numbers, hangar availability, and rental rates known to prospective customers and the Eugene Airport.
 - 9.2.1.3.2. Rent hangars primarily for aircraft storage purposes. The operator and the owner of each based aircraft stored within the operator's hangar facilities must comply with the rules and regulations of the Airport.

9.3 HOURS OF ACTIVITY

- 9.3.1. Operator shall ensure the facilities are available for use and readily accessible 24 hours a day, 7 days a week including holidays.

10. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

10.1 INTRODUCTION

10.1.1. This section pertains to other commercial aeronautical SASOs engaging in limited Aircraft services and support Aeronautical Activities (see Section 10.1.1.1.), miscellaneous commercial services and support Aeronautical Activities (see Section 10.1.1.2), or other air transportation services for hire Aeronautical Activities (see Section 10.1.1.3).

10.1.1.1. **Limited Aircraft Services and Support** – are defined as limited Aircraft, engine, or accessory support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.) or other related Aircraft services that support Aeronautical Activities.

10.1.1.2. **Miscellaneous Commercial Services and Support** – are defined as ground instruction, simulator training, scheduling and dispatching (flight coordination and aircrew management), or any other related commercial services and support Aeronautical Activities.

10.1.1.3. **Other Air Transportation Services of Hire** – are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

10.1.2. In addition to the General Requirements set forth in Section 2, each of the SASOs described in Section 10.1.1 at the Airport shall fully comply with the following Minimum Standards set forth in this Section 10.

10.2 LEASED PREMISES

10.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements, as appropriate, to accommodate all Aeronautical Activities of Operator and all approved Sublessee(s):

10.2.1.2. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by and under the full and exclusive control of Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the Minimum Standards for and Aircraft Maintenance Operator.

10.2.1.2.1. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.

10.2.1.2.2. Hangar or maintenance area (for a Lessee), if required, shall be at least 2,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

10.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate at least one Aircraft having a minimum wingspan of 40 feet or all Aircraft in Operator's fleet, whichever is greater.

10.2.1.3.1. If Operator utilizes a hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.

10.3 LICENSES AND CERTIFICATIONS

10.3.1. Operator shall have and proved to the Airport, upon request, evidence of all Agency licenses, certificates, and/or ratings that are required to conduct the Aeronautical Activity.

10.4 PERSONNEL

10.4.1. Operator shall provide a sufficient number of personnel to carry out Aeronautical Activity in a safe, secure, efficient, prompt, courteous, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.

10.5 EQUIPMENT

10.5.1. Operator shall have based at the Airport, either owned or under written lease to and under the full and exclusive control of Operator, sufficient Vehicles, Equipment, and, if appropriate, one certified and continuously airworthy Aircraft.

10.5.2. Operator shall have sufficient Equipment and supplies available to support the Aeronautical Activity.

10.6 HOURS OF ACTIVITY

10.6.1. Operator shall be open and services shall be available during the hours maintained by qualified and experienced entities providing comparable services and/or engaging in similar Aeronautical Activities in similar markets. Operator's services shall be available to meet the reasonable demands of customers for the Aeronautical Activity.

11. NON-COMMERCIAL AERONAUTICAL HANGAR ENTITY

11.1 INTRODUCTION

- 11.1.1. A Non-Commercial Hangar Entity is a Non-Commercial Entity that develops and/or owns an Aircraft hangar for the purpose of storing Aircraft owned, leased, and/or operated by and under the full and exclusive control of the entity for Non-Commercial purposes only.
- 11.1.2. Entity shall provide to airport at time of hangar lease evidence of Aircraft ownership, lease, or operation.
 - 11.1.2.1. If the Aircraft is being leased or operated by entity, entity shall provide the Eugene Airport with a copy of the lease or operating agreement.
 - 11.1.2.2. The Eugene Airport will determine if the lease or operating agreement is for Non-Commercial purposes.
- 11.1.3. No commercial Aeronautical Activity of any kind shall be permitted on or from the Leased Premises.
- 11.1.4. Non-Commercial Hangar Entity shall not be permitted to Sublease any land or Improvements on the Leased Premises for any purpose or duration whatsoever.
- 11.1.5. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Entity at the Airport shall fully comply with the following Minimum Standards set forth in this section.

11.2 LEASED PREMISES

- 11.2.1. Non-Commercial Hangar Entity engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of entity.
 - 11.2.1.1. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
 - 11.2.1.2. Non-Commercial hangar(s) shall be limited to designs pre-approved by the Eugene Airport.

11.3 USE OF NON-COMMERCIAL HANGARS

- 11.3.1. Hangars located on Airport property must be used for an aeronautical purpose, or be available for use for one, unless otherwise approved by the FAA. Aeronautical uses for hangars include:
 - 11.3.1.1. Storage of operational aircraft.
 - 11.3.1.2. Final assembly of aircraft under construction.
 - 11.3.1.3. Short-term storage on non-operational aircraft for purposes of maintenance, repair, or refurbishment.
 - 11.3.1.4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
 - 11.3.1.5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- 11.3.2. Provided the hangar is used primarily for aeronautical purposes, the Airport may permit limited non-aeronautical items to be stored in hangars provided the items are incidental to aeronautical use of the

- hangar and occupy an insignificant amount of hangar space (e.g. small refrigerator). Generally items are considered to be incidental if they:
- 11.3.2.1. Do not interfere with the aeronautical use of the hangar;
 - 11.3.2.2. Do not displace the aeronautical contents of the hangar;
 - 11.3.2.3. Do not impede access to aircraft or other aeronautical contents of the hangar;
 - 11.3.2.4. Do not require a larger hangar than would otherwise be necessary if such items were not present;
 - 11.3.2.5. Occupy an insignificant amount of hangar space;
 - 11.3.2.6. Are owned by the hangar owner or tenant;
 - 11.3.2.7. Are not used for non-aeronautical commercial purposes (i.e., the tenant is not conducting a non-aeronautical business from the hangar including storing inventory)
 - 11.3.2.8. Are not stored in violation of Airport Rules and Regulations.
- 11.3.3. Hangars should be leased with the consideration of the size and quantity of aircraft to be stored therein (i.e. hangars built to store multiple aircraft should be used for multiple aircraft storage).
 - 11.3.4. Hangars must not be used as a residence.
 - 11.3.5. This policy on hangar use applies regardless of whether the hangar occupant leases the hangar from the Airport or developer, or the hangar occupant constructed the hangar at their own expense and holds a ground lease only.

12. NON-COMMERCIAL (PRIVATE) FLYING CLUB

12.1 INTRODUCTION AND GENERAL REQUIREMENTS

- 12.1.1. A Private Flying Club is an entity that is legally formed as a non-profit entity with the State of Oregon, operates on a non-profit basis (so as not to receive revenues greater than the costs and expenses to operate, maintain, acquire and/or replace Flying Club Aircraft), and restricts membership from the general public (i.e., does not advertise or make its membership available to the general public).
 - 12.1.1.1. Each Private Flying Club member must have an ownership interest in Private Flying Club.
 - 12.1.1.2. Private Flying Club shall keep on file and make available for review upon request of the Airport, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.
- 12.1.2. Private Flying Club shall file and keep the following current with the Airport:
 - 12.1.2.1. Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
 - 12.1.2.2. Roster of all officers and directors including home and business addresses and phone numbers.
 - 12.1.2.3. Designee responsible for compliance with these Minimum Standards and applicable Regulatory Measures.
- 12.1.3. Private Flying Clubs shall not be required to meet the minimum standards stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club's membership is not available to the general public and is not operated for commercial purposes.
- 12.1.4. No member of a Private Flying Club shall receive Compensation for services provided to the Private Flying Club or its members unless such member is an authorized Operator by the Airport. This does not include the provision of flight instruction relating to Aircraft checkout and/or currency (e.g., biannual flight review, instrument proficiency checks, etc.) provided by a Private Flying Club member on an exclusive basis to other Private Flying Club members.
- 12.1.5. Private Flying Club Aircraft shall not be used by non-members.
- 12.1.6. No member shall use Private Flying Club Aircraft in exchange for Compensation. This does not include reimbursement for expenses associated with the use of Private Flying Club Aircraft.

13. NON-COMMERCIAL SELF-FUELER

13.1 INTRODUCTION

- 13.1.1. This section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Fueling activities at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- 13.1.2. In addition to the applicable General Requirements set forth in Section 2, each entity engaging in Non-Commercial Self-Fueling activities at the Airport shall fully comply with the following Minimum Standards set forth in this Section.

13.2 PERMIT/APPROVAL

- 13.2.1. No entity shall engage in Self-Fueling activities unless a valid storage tank Agreement authorizing such activity has been obtained from the Eugene Airport. Such entities shall herein be referred to as Self-Fuelers.
- 13.2.2. The storage tank Agreement shall not reduce or limit Self-Fueler's obligation with respect to these Self-Fueling standards, which shall be included in the storage tank Agreement by reference.
- 13.2.3. Prior to issuance and subsequently upon request of the Airport, Self-Fueler shall provide evidence of ownership or lease of any Aircraft being operated by and under the full and exclusive control of and being Fueled by Self-Fueler.
 - 13.2.3.1. If the Aircraft is being leased or operated by Self-Fueler, Self-Fueler shall provide the Airport with a copy of the lease or operating agreement.
 - 13.2.3.2. The Airport will determine if the lease or operating agreement is for Non-Commercial purposes.

13.3 REPORTING

- 13.3.1. As required by the lease agreement between the Operator and the Airport, reports shall be made available to the airport that detail how many gallons of fuel have been purchased, how many gallons have been delivered to the fuel storage facility, and how many gallons have been dispensed, and Operator shall pay appropriate fees and charges to Airport Administration.
- 13.3.2. Records and meters shall be made available for review by the Airport or its designated representative. In the case of discrepancy between the amount of Fuel delivered to Self-Fueler's Aircraft and/or dispensed by Self-Fueler at the Airport, the greater amount shall prevail and the Self-Fueler shall promptly pay all additional fees and charges due to Airport Administration, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

13.4 FUEL STORAGE

- 13.4.1. Self-Fueler shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
 - 13.4.1.1. Through an authorized FBO at the Airport or

- 13.4.1.2. In a centrally located Fuel storage area specified and/or approved by the Airport and Agencies having jurisdiction.
 - 13.4.1.2.1. Entities authorized by the Airport shall lease land and construct or install a Fuel storage facility in the centrally located Fuel storage area.
- 13.4.2. Self-Fueler shall be liable and shall defend, indemnify, save, protect, and hold harmless the Airport for all leaks, spills, or other damage that may result through the handling, storage, and dispensing of Fuel.
- 13.4.3. Fuel delivered/dispensed by Self-Fueler shall fully comply with quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of Self-Fueler.

13.5 FUEL EQUIPMENT

- 13.5.1. Self-Fueler shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed.
- 13.5.2. Prior to engaging in Self-Fueling which includes transporting Fuel onto the Airport, Self-Fueler shall provide the Airport with a written SPCC Plan that meets all applicable Regulatory Measures for Fuel storage facilities and Self-Fueler's Aeronautical Activities. An updated copy of the SPCC Plan shall be filed with the Airport at least twenty (20) Business Days prior to any planned change in operations.
- 13.5.3. Self-Fueler shall develop and maintain SOP for Fueling and shall ensure compliance with standards set forth in AC 00-34A, entitled "Aircraft Ground Handling and Servicing". Self-Fueler's SOP shall include a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires. Self-Fueler's SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of and controlling access to Refueling Vehicles, Fueling Equipment, and Fuel storage facilities. Self-Fueler's SOP shall be submitted to the Airport no later than twenty (20) Business Days before Self-Fueler is scheduled to commence Self-Fueling at the Airport and it shall be resubmitted any time changes are planned.

13.6 LIMITATIONS

- 13.6.1. Self-Fueler shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by and under the full exclusive control of Self-Fueler. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Airport.
 - 13.6.1.1. Revocation upon first violation will be for a period of one year.
 - 13.6.1.2. Revocation upon a second violation shall be permanent.

13.7 EMERGENCY/PUBLIC/GOVERNMENT SERVICE

- 13.7.1. Entities providing an Emergency/Public/Government Service (including, but not limited to, federal, state, and local Agencies) are not required to meet the Minimum Standards identified in Section 13.4.1. Further, these entities are not required to meet the Minimum Standards identified in

Sections 13.5.1. and 13.5.2. unless Fuel is being delivered to Aircraft by Refueling Vehicles.

- 13.7.2. Storage and delivery of Fuel for Aircraft operated by Emergency/Public/Government Service entities must be approved, in advance, by the Airport.
- 13.7.3. All other Minimum Standards identified in this Section must be adhered to by the entity providing Emergency/Public/Government Service.