

ADMINISTRATIVE ORDER NO. 58-22-27
of the
City Manager

**REGARDING THE OPPORTUNITY TO COMMENT ON A PROPOSAL
TO AMEND THE AIRPORT RULES AND THE AIRPORT MINIMUM
STANDARDS' PROVISIONS.**

The City Manager of the City of Eugene finds that:

A. Pursuant to the authority contained in Sections 2.019 and 2.430 of the Eugene Code, 1971, on November 11, 2018, the current Rules and Regulations of the City of Eugene Airport (Mahlon Sweet Field) were adopted by Administrative Order No. 58-18-16-F, and the Airport Minimum Standards' Provisions were adopted by Administrative Order No. 58-18-17-F.

B. It is necessary to amend and replace the Airport Rules and Regulations, and the Airport Minimum Standards' Provisions in their entirety to assure that they meet FAA Rules and Regulations and Industry Standards. The documents will also be combined into one Rule so there is consistency between the two sets of provisions.

THEREFORE, I propose that the Airport Rules and Regulations, and the Airport Minimum Standards' Provisions be amended as set forth in Exhibit A attached to this Order, and I order that a Notice of the intended rule amendment substantially conforming to the Notice attached as Exhibit B to this Order shall be:

- 1.** Made available to any person who has requested such notice, and to any business which possesses a license issued pursuant to this Rule; and
- 2.** Published in the Register Guard Newspaper for at least five days.

Dated this 2nd day of November, 2022.



Sarah Medary
City Manager

PIN
PIN

CS
CS

MR
MR



2885 Lockheed Drive
97402
Eugene, Oregon
www.flyEUG.com

Rules and Standards

City of Eugene
Eugene Airport
(Mahlon Sweet Field)

Rules and Standards

TABLE OF CONTENTS

Preface 1

Subdivision I - POLICIES AND GUIDELINES 2

 SECTION A - DEFINITIONS 2

 SECTION B. -- LEGAL AUTHORITY, EFFECTIVENESS, AND IMPLEMENTATION..... 7

 I. Legal Authority and Purposes..... 7

 II. Effectiveness and Amendment..... 8

 III. Application and Implementation..... 9

 SECTION C. -- ADMINISTRATION, ENFORCEMENT, PENALTIES AND APPEALS 10

 I. Administration 10

 II. Administrative Appeal 10

 III. Penalties 11

 SECTION D. -- LEASING POLICY..... 11

 I. General 11

 SECTION E. -- DEVELOPMENT STANDARDS 12

 I. Construction..... 12

 II. Signage..... 13

 III. Utilities, Landscaping and Design..... 13

 SECTION F. -- FLYING CLUBS..... 14

 I. General 14

 II. Violations 15

 SECTION G. -- OTHER POLICIES 15

 I. Special Aeronautical Events 15

 II. Through-the-Fence Operations 15

 III. Free Speech 16

 IV. Advertising Policy..... 16

 V. Pre-Arranged Fares 16

 VI. Queue Lane 16

 VII. Ground Transportation Services..... 17

Subdivision II -- RULES AND REGULATIONS..... 19

 SECTION A. -- PERSONAL CONDUCT 19

 I. General 19

 II. Refuse Disposal and Management..... 19

 III. Animals 20

 IV. Firearms and Explosive Devices 20

 V. Hunting..... 20

 VI. Vandalism and Damage to Airport Property 20

| | |
|--|----|
| VII. Residential Use..... | 21 |
| VIII. Non-Aeronautical Property Storage..... | 21 |
| SECTION B. -- AIRCRAFT OPERATIONS..... | 21 |
| I. General Responsibilities..... | 21 |
| II. Parking, Ground Movement and Engine Run-Up..... | 22 |
| III. Aircraft Accidents/Incidents..... | 24 |
| IV. Airport Closure..... | 24 |
| V. Self-Service..... | 24 |
| VI. Cleaning, Painting and Maintenance of Aircraft..... | 25 |
| VII. Limits on Aeronautical Activities..... | 25 |
| SECTION C. -- FUELING AND ENVIRONMENTAL PROTECTION..... | 26 |
| I. General..... | 26 |
| II. Aircraft Fueling Operations..... | 26 |
| III. Training..... | 27 |
| IV. Fuel Storage..... | 28 |
| V. Fuel Spills..... | 29 |
| VI. Fuel Servicing Vehicles..... | 30 |
| VII. Self-Fueling..... | 30 |
| VIII. Fuel Flowage Fee..... | 32 |
| IX. Flammable and Volatile Liquids and Gases..... | 32 |
| X. Toxic Substance Disposal..... | 33 |
| XI. Sanitation and Hazardous Waste Management..... | 33 |
| SECTION D. -- GROUND VEHICLES, PEDESTRIANS AND PARKING..... | 34 |
| I. Pedestrian Access..... | 34 |
| II. Ground Vehicle Parking..... | 35 |
| III. Ground Vehicles in the AOA, Movement Area and Safety Areas..... | 36 |
| SECTION E. -- SECURITY..... | 36 |
| I. General..... | 36 |
| II. Passenger and Baggage Screening..... | 37 |
| III. Security Identification Display Area (SIDA)..... | 37 |
| IV. Tampering..... | 38 |
| Subdivision III - MINIMUM STANDARDS..... | 39 |
| SECTION A. -- GENERAL REQUIREMENTS..... | 39 |
| I. Introduction to Minimum Standards..... | 39 |
| II. Persons Subject to the Minimum Standards..... | 39 |
| III. Waivers and Variances..... | 40 |
| IV. Additive Standards and Conflicts..... | 41 |
| V. Non-Tenant Operators..... | 42 |

| | |
|---|----|
| SECTION B. -- APPLICATION | 42 |
| I. Application | 42 |
| II. Action on Application | 43 |
| III. Notification of Changes | 44 |
| SECTION C. -- PERFORMANCE STANDARDS | 45 |
| I. Performance Standards | 45 |
| II. Compliance with Federal, State and Local Requirements..... | 45 |
| III. Signage..... | 46 |
| IV. Vehicles and Equipment..... | 46 |
| V. Subcontracting, Subleasing and Assignment | 46 |
| SECTION D. -- FIXED BASE OPERATOR..... | 47 |
| I. General Requirements..... | 47 |
| II. Minimum Standards..... | 47 |
| SECTION E. -- MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS | 51 |
| I. General Requirements..... | 51 |
| II. Flight Training | 52 |
| III. Airframe and Power Plant Maintenance | 52 |
| IV. Avionics or Instrument Maintenance Operator | 53 |
| V. Air Charter, Air Taxi or Aircraft Management Operations..... | 54 |
| VI. Aircraft Rental | 54 |
| VII. Aircraft Storage Hangars | 54 |
| VIII. Aircraft Sales..... | 55 |
| IX. Aircraft Restoration and Refurbishing..... | 55 |
| X. Specialized Flying Services | 56 |
| XI. Airline Ground Handling..... | 56 |
| XII. Ground Support Equipment Maintenance | 57 |
| APPENDIX 1 MINIMUM INSURANCE REQUIREMENTS..... | 58 |
| I. General Requirements..... | 58 |

City of Eugene Eugene Airport Rules and Standards

Preface

The Rules and Standards are established to further the City of Eugene's ("City") Airport Development Plan (FAA terminology is Airport Master Plan) and vision for the Eugene Airport ("Airport"), which is to be the region's premier aviation hub, embrace new technologies, celebrate ingenuity, champion environmental sustainability, and support economic development by meeting the increasing demand for commercial air service, air cargo, business services, and general aviation services for our customers and communities. The commercial and general aviation activity at the Airport is a key catalyst for economic development locally and regionally – creating jobs and supporting businesses throughout the region.

These Rules and Standards are adopted to achieve the following objectives:

- To maintain good working conditions and standards for all Airport users.
- To ensure that high standards of safety and security continue to be achieved and maintained at all times.
- To cooperate and work together with all stakeholders including all Tenants of the Airport and the surrounding communities.
- To ensure the availability of competitive high-quality Fixed Base Operator services and related aeronautical services through Specialized Aeronautical Service Operators to all users of the Airport.
- To plan and take necessary action to ensure the Airport progresses economically, operationally, with fiscal responsibility, and supporting environmental sustainability efforts.

These Rules and Standards apply to all users and Persons at the Airport, whether operating under an Agreement or otherwise, and are subject to change periodically by the City. A current copy of the Rules and Standards is available for review in the Airport Administrative offices and available on the Airport's website.

Subdivision I - POLICIES AND GUIDELINES

SECTION A - DEFINITIONS

As used in these Rules and Standards, the following words and terms have the meanings indicated below, unless the context clearly requires otherwise:

- a. **Abandoned Aircraft and Abandoned Vehicle** is any Aircraft or vehicle left unattended and stationary on the Airport property in an inoperable condition or under such circumstances that evidence an intention by the owner or operator to voluntarily surrender, relinquish, or disclaim the Aircraft or vehicle.
- b. **Aeronautical Activity** is any activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations.
- c. **Agreement** means a written, legally enforceable contract between the City and any Person or Persons concerning access to and use of the Airport and includes, without limitation, Leases, Permits, and Licenses.
- d. **Air Charter and Air Taxi** means the Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi operator as defined and regulated by the FAA.
- e. **Aircraft** means any machine or contrivance now known or hereafter designated, invented, or used for navigation or flight in the air.
- f. **Aircraft Design Group** A grouping of Aircraft based upon wingspan. The groups are as follows:
 - 1) Group I: Up to but not including 49 feet.
 - 2) Group II: 49 feet up to but not including 79 feet
 - 3) Group III: 79 feet up to but not including 118 feet
 - 4) Group IV: 118 feet up to but not including 171 feet
 - 5) Group V: 171 feet up to but not including 214 feet
 - 6) Group VI: 214 feet up to but not including 262 feet
- g. **Aircraft Management** means the Commercial Aeronautical Activity of providing Aircraft flight dispatch, flight crews, or aircraft maintenance coordination on behalf of an Aircraft Operator.
- h. **Aircraft Operator** means any person, firm, corporation, company, association, governmental body, or organization owning, leasing, controlling, or operating any Aircraft, or causing the operation thereof.
- i. **Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing Aircraft to the public for compensation.
- j. **Aircraft Restoration and Refurbishing** means the Commercial Aeronautical Activity of restoring, refurbishing, or repainting aircraft structures, propellers, accessories, interiors, exteriors, and components, after which the Aircraft will continue to operate. This category of activity excludes the demolition or salvage of Aircraft, after which Aircraft will not be air worthy or continue to operate.

- k. **Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- l. **Airframe and Power Plant (“A&P”) Maintenance** means the Commercial Aeronautical Activity of providing airframe and power plant services, which includes the repair, maintenance, inspection, constructing, and making of modifications and alterations to Aircraft, Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as currently in effect or as it may hereafter be amended.
- m. **Airline Ground Handler** means a Commercial Aeronautical Operator that provides ground handling services under an executed contract at the Airport with the airline for whom they are providing ground handling services. Airline Ground Handlers may be required to execute an airline ground handler agreement with the City in order to be authorized to utilize Airline Lease Premises that the Airline has leased under an airline use and lease agreement.
- n. **Airport** means the Eugene Airport (KEUG) known as the Mahlon Sweet Airport and all of the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists or as it may hereafter be extended or enlarged and as depicted on a current airport layout plan approved by the FAA, together with certain easements and beacon sites used in connection herewith.
- o. **Airport Director** means the City Manager or the individual appointed by or under the authority of the City Manager to manage the normal and daily activities and provide continuity for long range planning and development of the Airport or such individual’s designee.
- p. **Airport Grant Assurances** Obligations required by the FAA that state the recipient shall maintain and operate Airport facilities safely and efficiently and in accordance with specified conditions.
- q. **Airport-Issued Identification Media** shall mean any credential, card, badge, or other media issued by the City for identification purposes at the Airport. This includes, but is not limited to, media signifying unescorted access to the air operations area, secured area, security identification display area, Sterile Area, or to any other area. Identification media does not include "visitor" media issued to individuals who must be under City approved escort on a limited-time or limited-use basis.
- r. **Airport Operations Area or “AOA”** means the area of the Airport identified in the Airport Security Program that includes the aircraft Movement Areas (i.e., runways, taxiways, and taxilanes), Aircraft parking areas, loading ramps, safety areas, hangars, and any adjacent areas that are not separated by adequate security systems, measures, or procedures. Those areas defined as “Airport Operations Area” under this definition shall not supersede any definitions contained in contractual agreements entered into with the City or defined in the Airport Security Program.
- s. **Airport Security Program** means the written plan concerning security at the Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the TSA.
- t. **AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston Aircraft.
- u. **Avionics Instrument or Maintenance Operator** means the Commercial Aeronautical Activity of providing for the repair and service, or installation of Aircraft radios, instruments, and accessories. Such operation may include the sale of new or used Aircraft radios, instruments, and accessories.

- v. **City Manager** is the City Manager for the City or the City Manager's designee.
- w. **Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or products, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.
- x. **Commercial Aeronautical Operator** means a Person conducting a Commercial Aeronautical Activity at the Airport pursuant to an Agreement.
- y. **Commercial Fueling** means the fueling or defueling of aircraft at the Airport for compensation. Compensation may be earned for the sale of Aircraft fuel, the storage of Aircraft fuel, the fuel dispensing service, and the defueling of Aircraft. Commercial Fueling includes Commercial Self-Service Fueling, but does not include self-fueling as defined in Subdivision II, Section C(VII).
- z. **Commercial Self-Service Fueling** means the fueling of Aircraft by an Aircraft owner, operator or employee at a fuel storage and dispensing facility provided by the City or FBO where a meter and credit card acceptance point-of-sale device is installed.
- aa. **Common Use Areas** include aprons, taxilanes, taxiways, and runways. All aprons and taxilanes through leased areas shall be considered common use areas unless identified for exclusive use by the City.
- bb. **Consent or Approval of Airport or of Airport Director**. Means a written document signed by the Airport Director or by a person designated by the Airport Director to sign any such document on his/her behalf.
- cc. **Entity** means a, partnership, corporation, limited liability company, or other organization that has a legal and separately identifiable existence.
- dd. **Escort** means the visual surveillance of or physical escorting of Persons to and from the Airport Operations Area, Movement Area, or Safety Areas.
- ee. **Eugene Code** The Eugene Code, 1971, the codification of the ordinances of the City of Eugene, Oregon.
- ff. **FAA** means the Federal Aviation Administration.
- gg. **FAR** means the Federal Aviation Regulations.
- hh. **Fixed Base Operator (FBO)** A Commercial Aeronautical 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:
 - 1) Aviation Fuels and Lubricants (Jet Fuel, AVGAS, and Aircraft Lubricants)
 - 2) Passenger, crew, and aircraft ground services, support, and amenities
 - 3) Aircraft maintenance
 - 4) Aircraft parking, tiedown, hangar, office, and shop
- ii. **Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete an FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight Training includes any portion of a flight between two or more airports, take-offs and landings at the Airport, or other destinations

where the primary purpose is to increase or maintain pilot or crew member proficiency. Flight Training also includes simulator training for pilot or crew proficiency.

- jj. **Flying Club** means a non-profit or not-for-profit Entity organized for the express purpose of providing its members with aircraft for personal use only.
- kk. **Fueler** means a FBO that is permitted to store, handle, and dispense fuel to the public at large or the Airport.
- ll. **Ground Support Equipment Maintenance** means the Commercial Aeronautical Activity of fueling, maintaining, servicing, and repairing service and maintenance equipment used at the Airport to support Aeronautical Activities.
- mm. **Ground Transportation Permit** A permit authorizing commercial ground transportation vehicles to pick up Airport customers at the Airport.
- nn. **Ground Vehicle** is a non-aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling and refueling vehicles, aircraft tugs, belt loaders, "Follow Me" golf carts, ATVs, and any other motorized vehicle that is used for the processing and/or servicing of Aircraft.
- oo. **Jet Fuel** means aviation fuel intended for use in turbine Aircraft.
- pp. **Lease** means an agreement between the City and another party which grants a concession, occupancy of a space, or otherwise authorizes the use of land or building space to conduct specified activities.
- qq. **Lease Premises** means City-owned property made available to Tenant pursuant to an Agreement.
- rr. **License** means an alternative form of contractual Agreement between the City and another party that grants the party a right to provide services or goods on the Airport for a specified period of time for a fee.
- ss. **Minimum Standards** means the qualifications set forth in Subdivision III hereof, which sets forth the minimum requirements to be met as a condition for the right to conduct a Commercial Aeronautical Activity at the Airport.
- tt. **MOGAS** means automotive gasoline approved for use in piston Aircraft.
- uu. **Movement Area** means the runways, taxiways, and other areas of the Airport which are used for taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and Aircraft parking areas.
- vv. **Non-Aeronautical Activity** means any activity that does not involve, make possible or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations.
- ww. **Non-Commercial Aeronautical Activity** means the use of the Lease Premises that does not include the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or products, or any revenue-producing activity made available to the public in connection with Commercial Aeronautical Activities.
- xx. **Permit** means a written document issued by the City for the conduct of Aeronautical Activities and/or Non-Aeronautical Activities at the Airport where the permittee has not entered into a valid lease agreement with the airport for the leasing of airport premises to support the permitted function(s).

- yy. **Person** means any individual Entity or other legal entity.(including any assignee, sublessee, receiver, trustee, or representative
- zz. **Public Areas** means the sidewalks, concourse circulation area, lobbies and lobby
- aaa. **Rules and Standards** means the qualifications, standards, requirements, and criteria established by the City as the minimum requirements to be met and performance criteria for enforcement for the right to conduct Aeronautical Activities and/or Non-Aeronautical Activities at the Airport.
- bbb. **Safety Areas** means the runways and taxiways and surrounding runway safety areas and taxiway safety areas at the Eugene Airport.
- ccc. **Security Information Display Area or SIDA** means the portion of the Airport identified in the Airport Security Program and in which security training, criminal history background check, and Airport issued identification are required.
- ddd. **Self-fueling Permit** means a permit issued by the City for the storage and dispensing of fuel into Aircraft owned, operated, or under the control of the permittee.
- eee. **Self-Service** means the act of tying-down, adjusting, repairing, refueling, cleaning, and otherwise servicing an Aircraft by a Person, including employees and/or contractors of the Person, that owns the Aircraft or by a Person, including the Person's employees and/or contractors, that has exclusive use and operational care, custody, and control of the Aircraft pursuant to a long-term lease or other similar agreement.
- fff. **Signatory Airline –** is an air carrier, and any of its affiliates, conducting common carriage passenger carrying operations at the Airport pursuant to an executed use and lease agreement with the City. For purposes of the Rules and Standards, Signatory Airline includes regional air carriers affiliated with and designated by the Signatory Airline as Affiliate Airlines as defined in the signatory scheduled airline operating agreement and terminal building and equipment lease agreement pursuant to an executed agreement between the parties. Alternatively, a Signatory Airline can also be an air carrier conducting cargo operations at the Airport pursuant to an executed use and lease agreement for which a minimum annual value of at least \$5,000 must be paid to the City.
- ggg. **SPCC Plan** is a Spill Prevention, Control, and Countermeasure Plan.
- hhh. **Special Aeronautical Event** means air shows, air races, fly-ins, skydiving, or other similar aeronautical events requiring the general use of the Airport for other than routine Airport operations.
- iii. **Specialized Aeronautical Service Operator or SASO** means a Person that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling.
- jjj. **Specialized Flying Services** means providing specialized commercial flying services including but not limited to nonstop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, agricultural spraying, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 135.
- kkk. **Sterile Area** means the portion of the Terminal identified in the Airport Security Program that provides passenger access to boarding Aircraft and to which access generally is controlled by the TSA through the screening of persons and property. The Sterile Area begins immediately after the passenger screening area.

- lll. **Tenant** is any Person that has an agreement with the City for occupying space at the Airport.
- mmm. **Terminal** is the commercial passenger terminal located at the Airport.
- nnn. **Through-the-Fence Operations** means the movement of Aircraft between the AOA at the Airport and land adjacent to, but not part of, the Airport property or the unauthorized providing of services at the Airport by a Person that has not entered into an Agreement with the City.
- ooo. **Transportation Network Company (TNC)** means any company that provides app-based transportation services for hire to persons using the Airport.
- ppp. **TSA** is the Transportation Security Administration.

SECTION B. -- LEGAL AUTHORITY, EFFECTIVENESS, AND IMPLEMENTATION

I. Legal Authority and Purposes

- a. The Airport is owned and operated by the City, which has the sole authority to: (a) approve or deny the occupancy, use, or development of land or improvements at the Airport, (b) grant the right to engage in any business at the Airport, including Aeronautical Activity or Commercial Aeronautical Activity, and (c) approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including the Airport's Rules and Standards.
- b. As set forth by the 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.
- c. The Rules and 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 Grant Assurances.
- d. In accordance with the Airport Grant Assurances given to the federal, state, or local government to the Airport as a condition to receiving federal or state funds, the granting of rights or privileges to engage in Aeronautical Activities shall not be construed in any manner as affording any Person any exclusive right, other than the exclusive use of a Person's Lease Premises and then only to the extent provided in such Agreement.
- e. The purpose of these Rules and Standards is to foster an environment at the Airport that ensures: (a) Aviation safety and security, (b) the consistent provision of quality Aviation products, services, and facilities, (c) the development of quality aviation improvements, (d) the orderly development of airport property for aviation purposes, (e) similarly situated Persons are treated equitably and consistently in accordance with the Airport Grant Assurances, and (f) persons or entities proposing to use or access Airport property or facilities for Aeronautical Activity compensate the City for the use of Airport property at fair market rent for such use and privilege.
- f. All qualified and experienced Persons desiring to engage in Aeronautical Activities at the Airport will have a reasonable opportunity, without unjust discrimination, to engage in such Aeronautical Activities, subject to fully complying with these Rules and Standards.

- g. As further described in these Rules and Standards (e.g. Subdivision III, Section A.III), Aeronautical Activities may be undertaken that do not fall within the categories designated herein with the Consent of the Airport Director.
- h. Subdivision III (Minimum Standards) are intended to: (a) maintain a baseline quality of service for Airport users, (b) protect Airport users from unlicensed and unauthorized products and services, (c) enhance the availability of adequate services for all Airport users, (d) promote the orderly development of Airport land, (e) provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not, and (f) prevent disputes between aeronautical service providers.
- i. All Leases and other Agreements authorizing the use of Airport property and facilities will require compliance with the Rules and Standards.
- j. The City recognizes the jurisdiction of the federal government, delegated to the FAA concerning the certification and regulation of pilots, air carriers and Aircraft; navigable airspace; safety and security; and authorized uses of Airport facilities. Nothing herein is intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions hereof shall be interpreted consistent with this purpose.
- k. References and citations in the Rules and Standards to ordinances, laws, rules, regulations, codes, policies, standards, and guidelines issued by the State of Oregon, the United States, and public and private bodies with jurisdictional rights over the City and include any amendments as may be adopted thereto after the City's adoption of these Rules and Standards. The City intends to review the Rules and Standards periodically and adopt revisions as deemed appropriate.

II. Effectiveness and Amendment

- a. Except as required by the terms of an existing Agreement that does not conform to these Rules and Standards, the Rules and Standards apply to all users of and Persons on any part of the Airport; Persons that conduct business at the Airport; Through-the-Fence Operations or business conducted at the Airport by off-Airport Persons.
- b. The provisions of Subdivision III (Minimum Standards) apply to any new Agreement and, at the Airport Director's sole discretion, to any amendment, including without limitation extensions or renewals, of an existing Agreement authorizing Aeronautical Activity at the Airport. It will be presumed that Subdivision III (Minimum Standards) will not apply to any Agreement existing at the time of adoption of the Rules and Standards except as may be provided for in the Agreement. A Person may request an advisory opinion from the Airport Director as to the application of Subdivision III to such Person. The Airport Director's advisory opinion may be appealed as provided in Section C(II) (Administrative Appeal).
- c. Any waiver or variance from the existing Minimum Standards will automatically terminate upon the termination of such Agreement and the applicable Rules and Standards will apply for all future Agreements.
- d. The City may, at its sole discretion, waive all or any provision of these Rules and Standards for the benefit of the government or governmental agencies conducting Aeronautical Activities at the Airport, but only upon determining that any such waiver will not have a materially negative impact on safety and security. The City further may waive all or any provision of these Rules and Standards in the event of a bona fide emergency, which may include for example, and without limitation, a natural disaster, acts of terrorism, a pandemic where government restrictions are imposed to ensure the safety of the general public, or other similar events. In furtherance of the foregoing, the City may waive application of any or all of these Rules and Standards for the Oregon Civil Air Patrol and the United States

Military branches. Waivers and variances from the provisions of Subdivision III (Minimum Standards) will be as provided in Subdivision III, Section A(III).

III. Application and Implementation

- a. Among other rights and obligations, at all times and in all Airport areas, the City may permit use of the Airport for the authorized conduct of Aeronautical Activities and Non-Aeronautical Activities, pursuant to the Rules and Standards and applicable federal, state and local laws, ordinances, regulations, codes, and other requirements pertaining to such Aeronautical Activities and Non-Aeronautical Activities.
- b. The City's grant of a privilege to conduct Aeronautical and/or Non-Aeronautical Activities at the Airport by an Agreement shall not be considered in any manner as granting the aeronautical operator an exclusive right to conduct an Aeronautical Activity and/or Non-Aeronautical Activity at the Airport, other than the use of premises which may be leased or subleased exclusively to it, and then only to the extent provided in an Agreement.
- c. The City may decline to execute an Agreement with any Person wishing to conduct an Aeronautical Activity and/or Non-Aeronautical Activity at the Airport if the City determines upon examination that the Person refuses or will be unable to comply with the Rules and Standards throughout the term of the Agreement; has defaulted at the Airport or another airport in the performance of similar services; or does not provide the necessary information to the City regarding its financial capabilities to fulfill the financial commitments associated with the Agreement, or sublease.
- d. The City may plan and develop the Airport in the best interests of the City, the Airport, Tenants, and other Airport users. The City may designate specific areas of the Airport in which specific Aeronautical Activities and Non-Aeronautical Activities may be conducted. To comply with the current airport layout plan, the City may change these designations from time to time and may relocate Tenants or decline to extend or renew an Agreement because of a change in designation where the premises can be used for a higher and better use in the sole opinion of the City. Relocation of existing Tenants will be subject to and conducted in the manner provided for in the Agreement, by mutual agreement, or by exercise of eminent domain by the City in the manner provided under Oregon law.
- e. The City may inspect facilities used for Aeronautical Activities and Non-Aeronautical Activities upon at least 24 hour notice for the limited purposes of safety, ensuring compliance with the Rules and Standards; Agreement provisions; as well as any Federal, State, or local requirements or guidelines, provided, however, that City may immediately enter such facilities in an emergency or if the City reasonably believes such facilities are being used in violation of these Rules and Standards, Agreement provisions, or any Federal, State, or local requirements or guidelines. The City may also audit records of Persons conducting business at the Airport, including without limitation Aeronautical and Non-Aeronautical Activities, for the limited purpose of ensuring proper payment of rates, fees, and charges as may be imposed hereunder and/or in an Agreement.
- f. The City may install security devices on the Airport in furtherance of the Airport Security Program. The City will make every attempt to balance the rights of Tenants and Airport users with the requirements of the Airport Security Program. Security devices installed within a Tenant's Lease Premises shall be located only along the Airport perimeter or in public use areas.
- g. The City maintains a schedule of rates, fees, and charges applicable to the Airport. A copy of the most current rates, fees, and charges schedule will be kept on file at the office of the Airport Director

SECTION C. -- ADMINISTRATION, ENFORCEMENT, PENALTIES AND APPEALS

I. Administration

- a. The City, including but not limited to the Airport Director, is authorized to enforce these Rules and Standards as required to assure the convenience and safety and security of the traveling public and others using the Airport. The Airport Director may prohibit use of the Airport, or any part thereof, by any Person in violation of these Rules and Standards. The Airport Director may use any legal remedy or recourse to aid the enforcement of these Rules and Standards.
- b. The Airport Director has primary responsibility for the interpretation and application of the Rules and Standards and is authorized to issue directives and interpretive guidance in conformity with the Rules and Standards.
- c. City employees, agents, and consultants are authorized to assist in the application and implementation of the Rules and Standards, principally through communications with Tenants and Airport users on the content and proper interpretation of the Rules and Standards.
- d. TSA has primary responsibility for the screening of passengers and property at the Airport, and for approving the Airport Security Program pursuant to 49 C.F.R. Part 1542. TSA is not responsible for the implementation and enforcement of the Rules and Standards.

II. Administrative Appeal

- a. Persons who receive a notice of violation of these Rules and Standards or Persons directly and substantially affected by an action or decision of the Airport Director interpreting and applying the Rules and Standards may appeal the action or decision as provided in this subsection. This right of administrative appeal will not apply to the imposition of penalties hereunder, which may be appealed only as provided in Subsection III (Penalties).
- b. A clearly stated request for an informal appeal hearing that specifically identifies the action, decision, or date of the notice of violation being challenged, must be mailed, emailed, or hand delivered to the Airport Director within seven (7) calendar days of receipt of the notice.
- c. Within seven (7) calendar days of receipt of a complete request under II.b. (above), the Airport Director will notify the Person requesting the hearing of the time and place of the informal hearing which will not be more than 14 calendar days after receipt of the request for hearing. The informal hearing may be conducted in-person or electronically through a virtual conference at the Airport Director's sole discretion.
- d. At the informal hearing the Airport Director will consider testimony from the Airport personnel involved in the incident that resulted in the notice, testimony from the person requesting the hearing, and testimony from any other witnesses to the incident. The Airport Director may exclude anyone from the informal hearing, other than the person that requested the hearing that is not presenting testimony to the Airport Director.
- e. Within seventy-two (72) hours of the informal hearing the Airport Director will issue a written decision affirming, modifying, or cancelling the notice. The decision will be delivered or mailed to the person that requested the hearing on the date issued. The written decision of the Airport Director will be final on the sixteenth (16th) day after it is issued, unless prior to that time, a written notice of appeal is filed with the Airport Director in accordance with Section 2.021 of the Eugene Code, 1971. The appeal will be heard by a hearings official appointed by the City's Director of Public Works and the hearings official's decision shall be the final City decision on the matter.

III. Penalties

- a. The City intends to promote voluntary compliance with the Rules and Standards without resort to administrative fines and penalties. When a violation of the Rules and Standards is brought to the attention of the Airport, the Airport Director may issue a written notice of violation directing the offender to cease the violation and/or take corrective action within a reasonable cure period determined by the Airport Director. The Airport Director may waive the imposition of any penalties prescribed herein upon the successful completion of corrective action within the cure period by a Person who has violated the Rules and Standards.
- b. If the violation is not corrected within the cure period, the violation of any provision of these Rules and Standards is punishable by the applicable fine in the airport fine schedule set by administrative order. Each day a violation occurs will constitute a separate violation. In addition to, and not in lieu of the fines imposed by this section, the Airport Director may impose an administrative civil penalty upon the violator as provided in section 2.018 of the Eugene Code, 1971. Enforcement may also include, but is not limited to, any or all of the following: (a) revocation of Airport-Issued Identification Media temporarily or permanently; (b) revocation or termination of an Agreement issued by the City; (c) termination of Leases and eviction; or (d) removal from the Airport; and any other remedies available to the City.
- c. Notwithstanding the imposition of any penalty hereunder, nothing herein shall prohibit a Person from accessing the Airport for the purpose of flying as a ticketed passenger of a commercial air carrier with the prior Approval of the Airport Director.
- d. Violations of the Rules and Standards may also constitute a breach of an Agreement, and the City may pursue any remedies set forth in such Agreement, including without limitation termination and/or eviction. In the event of such termination, the Tenant must peaceably vacate the premises on the Airport removing all personal property, surrender any Airport-Issued Access Media, and possession of the premises shall revert to the City free and clear. The Tenant must also cease all operations involving the Airport and will have no further right to conduct business at the Airport. If the Tenant fails to make such surrender, the City will have the right, immediately and without further notice to the Tenant, to terminate all Airport-Issued Access Media, to enter and take full possession of the space occupied by the Tenant at the Airport by force or otherwise, and remove any and all parties, goods and properties not belonging to the City found within or upon the same, at the sole expense of the Tenant.
- e. The City may decline to enter into an Agreement with any Person found to have violated the Rules and Standards or any previously adopted rules within the previous five (5) years of the adoption of these Rules and Standards.
- f. In addition to all other rights and remedies provided in these Rules and Standards, the City continues to have any and all rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce the Rules and Standards, to obtain compliance herewith, and to impose administrative fines and penalties.

SECTION D. -- LEASING POLICY

I. General

The City may confer the right of exclusive, preferential, or joint use possession of a portion of the Airport by means of an Agreement. All Agreements will be: (1) for a defined period of time, (2) in writing, and (3) will not be effective unless and until approved by the City and signed by the appropriate parties. The City may establish a Leasing Policy that further establishes guidelines and standards for Agreements involving the leasing of Airport property. Such Leasing Policy will be reviewed periodically.

SECTION E. -- DEVELOPMENT STANDARDS

I. Construction

- a. Buildings, structures, pavements, utilities, or any other improvements, additions, or demolition requiring a building or similar permit from a local, state, or federal government agency shall not be placed, constructed, altered, or removed without the Approval of the Airport Director.
- b. The Airport Director may require an appropriate bond in the amount equal to the proposed construction amount and/or a construction agreement to guarantee the completion of the construction consistent with the conditions and schedule required by the City.
- c. Plans and construction must comply with applicable FAA design standards, the Oregon State Fire Code, as each may be amended from time to time, and any other legal entity that has jurisdiction over the Airport. Any construction on the Airport must have prior written approval by the FAA before commencement.
- d. Plans and construction must be consistent with the then-current and approved versions of the Airport Master Plan, airport layout plan, airport certification manual, Airport Security Program, and stormwater prevention plan. These documents are available in the office of the Airport Director for review, with the exception of the Airport Security Program, which is sensitive security information and is not available for public review. In lieu of the review, Airport staff will advise on issues related to security compliance.
- e. Pavements intended to accommodate aircraft movement or storage must be designed and constructed to accommodate all aircraft within a runway design code specified in an Agreement.
- f. Required notices submitted pursuant to 14 C.F.R. Part 77, Objects Affecting Navigable Airspace, must be submitted through the Airport Director.
- g. No facility or structure may be constructed or placed on the Airport that has been determined by the FAA to constitute an obstruction or hazard to air navigation.
- h. Any development that includes windows, solar panels, and large areas of glass must be designed to avoid glint and glare which could distract pilots landing at, taking off from, or taxiing on the Airport. Any such development request should be submitted to the City in writing along with a detailed reflectivity study for acceptance, rejection, or alteration. A written approval must be received from the City before the award of any such project(s).
- i. Facilities must be properly lighted and include such other security controls as may be required by the Airport Security Program or by the Airport Director.
- j. Detailed plans and specifications must be reviewed and approved in writing by the Airport Director, prior to the commencement of construction.
- k. Tenants are solely responsible for obtaining all permits and/or licenses and arranging for all utility identification locates at their sole cost, prior to the commencement of construction. The City may stop construction if all required permits and/or licenses are not presented upon demand.
- l. Construction must conform to approved plans and specifications.
- m. Tenants must deliver to the Airport Director, at a minimum, one electronic set of "as built" plans upon completion of construction.

II. Signage

- a. To the extent an Agreement includes specifications for signage, signs must conform to the applicable requirements of the Agreement.
- b. For safety, security, and to prevent congestion, no signs larger than twenty-two (22) inches by twenty-eight (28) inches may be carried or placed on Airport property and the use of sticks or rigid holders is prohibited unless specifically authorized by the Airport Director.
- c. The Airport Director may prescribe rules and standards for the location and dimension of signs as may be needed for the safety and efficiency of Airport operations.¹
- d. Signs shall not be placed or constructed upon the Airport property or on any building, structure, or improvement thereon without first having obtained the Consent of the Airport Director. Requestors must provide a concept drawing and/or written proposal for the Airport Director's review.
- e. The Airport Director may prohibit a sign that would impede the safety, security, or efficiency of the Terminal or Airport.

III. Utilities, Landscaping and Design

- a. All buildings requiring sanitary and/or water service must connect to the public water and sewer system. All usage fees and connection fees must be paid directly by the Tenant. No private wells or septic systems are allowed.
- b. All electrical, telephone, and fiber service provided by utilities authorized to service the airport must be underground and Tenant will solely bear the cost of installation, maintenance, and usage fees and costs.
- c. Landscaping plans must be Approved by the Airport Director to commencement of construction and must preclude growth of natural objects that may obstruct or threaten air navigation; interfere with Aircraft and Airport operations; or attract potentially unsafe wildlife. Failure to comply will result in the City requiring the Tenant to remove the installation upon demand, at the Tenant's sole cost.
- d. All new construction shall be of high quality, environmentally sustainable, and utilize materials and finishes which will maintain their appearance with low maintenance and are consistent with other finish materials in similar facilities at the Airport. All finish specifications must be approved in writing by the Airport Director prior to construction.
- e. Building specifications, including without limitation exterior design, materials, and colors, and plans must be Approved by the Airport Director prior to construction.
- f. Vehicle access to aircraft storage hangars by crossing the AOA is not allowed. Automobile parking in locations which do not interfere with aircraft operations may be provided near aircraft storage hangars at the sole cost of the Tenant.
- g. For all new development, sliding doors may not be used in hangar configurations where the open door of one hangar will adversely interfere with access to another hangar and/or exceed property line boundaries when opened.
- h. The Tenant shall provide adequate, paved and lighted parking spaces within the Lease Premises sufficient to accommodate all activities including employee and/or customer parking. Parking lots shall be configured for ease of ingress and egress and parking spaces shall be clearly marked in addition to loading zones, required handicapped parking, and fire lanes.

- i. The Tenant shall provide a paved Aircraft apron within the Lease Premises to accommodate all Tenant-related Aircraft movement from the Tenant's building to the taxilanes, taxiways, and/or Aircraft parking ramp, whichever is adjacent to the Lease Premises unless otherwise provided for in any existing Agreement.
- j. All construction or alteration on the Airport must comply with the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and/or the Air Carrier Access Act (49 U.S.C. § 41705) and implementing regulations and guidelines, as applicable. No Person shall be denied access to the Airport on the basis of handicap or disability. Any Person who believes that they were denied access or discriminated against on the basis of a handicap or disability may file a complaint with the City in accordance with the appeal procedures under Section C hereof.

SECTION F. -- FLYING CLUBS

I. General

- a. The requirements of this section shall be in compliance with Federal Law and the requirements of Oregon law, as may be amended from time to time. Any modifications to Agreements between the City and the Flying Club to comply with Federal or State law will be modified upon written notice to the Flying Club. Amendments will be made to the Agreements without the requirement of a formal amendment.
- b. Each member of a Flying Club must be a bona fide owner of a share of the Flying Club's Aircraft or an equal stockholder in the Flying Club.
- c. A Flying Club may not derive greater revenues from the use of its Aircraft than the amount necessary for the actual operation, maintenance, and replacement costs of its Aircraft.
- d. Each Flying Club shall file and keep current with the Airport Director a copy of all information and documents as required by the City to ensure its compliance with Federal and State law.
- e. Flying Club Aircraft shall not be operated by individuals other than members and shall not be used by anyone for commercial operations, including flight instruction, charters, or tours for compensation.
- f. A Flying Club operating at the Airport shall have the right to self-fuel Flying Club Aircraft in accordance with Subdivision II (Rules and Regulations). Flying Club Aircraft for the purposes of this section shall include Aircraft under the care, custody, and control of the Flying Club.
- g. A Flying Club operating at the Airport shall have the right to Self-Service Flying Club Aircraft by Flying Club members. Any qualified mechanic who is a registered member and part owner of the Aircraft owned and operated by a Flying Club may perform maintenance work on Aircraft owned or under the care, custody, or control of the club. The Flying Club may not become obligated to pay for such maintenance work except that such member mechanics may be compensated by credit against payment of dues or flight time.
- h. A Flying Club operating at the Airport shall not be required to meet the requirements of Subdivision III (Minimum Standards) hereof, provided each of the following conditions is met:
 - 1) The Flying Club does not lease or sell any goods or services whatsoever to any Person other than a member of such Flying Club at the Airport, except that the Flying Club may sell or exchange its capital equipment.

- 2) The Flying Club specifically does not offer or conduct retail fuel sales, retail mechanic services, charter services, air taxi operations, or Aircraft Rental operations.
 - 3) The Flying Club does not permit its Aircraft to be used for flight instruction for any Person, including members of the Flying Club, if such Person pays or becomes obligated to pay for such instruction. Flight instructors who are also Flying Club members may not receive payment for instruction except that they may be compensated by credit against payment of dues or flight time.
- i. Insurance shall be provided and paid for by the Flying Club at the levels established by the Airport Director.

II. Violations

- a. If a Flying Club is determined to be in violation of the Rules and Standards, the Airport Director will notify the Flying Club in writing of such violations and identify a reasonable cure period in the notice. If the Flying Club fails to correct or initiate reasonable progress toward correcting, in the opinion of the Airport Director, these violations within the cure period provided in the notice, the Airport Director is authorized to penalize noncompliance in the following manner, depending on the nature and severity of the violation:
- 1) Terminate a Self-fueling Permit or other form of Agreement and prohibit Self-Servicing of Flying Club Aircraft.
 - 2) Require Flying Club or club members to apply for the right to conduct a Commercial Aeronautical Activity in accordance with Subdivision III (Minimum Standards) hereof and comply with the Minimum Standards.
 - 3) Require a Flying Club to cease all operations on the Airport.
 - 4) Impose such other penalties as are authorized in Section C herein.

SECTION G. -- OTHER POLICIES

I. Special Aeronautical Events

Any Special Aeronautical Event held on the Airport by any Tenant or other Airport user, organization, civic, or government entity must be conducted in accordance with an Agreement executed prior to the start of the Special Aeronautical Event. The Agreement shall specify the dates and times of the Special Aeronautical Event; areas of the Airport authorized for use during the Special Aeronautical Event; insurance and indemnification to be provided by the Special Aeronautical Event sponsor; fees (if applicable); means to ensure safety and security during the Special Aeronautical Event; special arrangements for Aircraft parking and staging; arrangements for crowd control and pedestrian access to the AOA; arrangements for parking of vehicles and fees (if applicable); concession offerings (if applicable); waste control and refuse removal; post event clean up; reimbursement for City costs to support the event; and such other terms and conditions as the Airport Director may require.

II. Through-the-Fence Operations

The City has determined that Through-the-Fence Operations by Aircraft or for the provision of services to Aircraft on the Airport have the potential to compromise safety and the efficient use and operation of the Airport and/or undermine the providing of Commercial Aeronautical Activities by authorized Commercial Aeronautical Operators operating under an Agreement on the Airport. The City will not authorize a Person to conduct an Aeronautical or Non-Aeronautical Activity requiring through-the-fence access at the Airport. Any violations may cause an Agreement executed with the Person receiving the benefits of the service to be terminated.

III. Free Speech

- a. No person may conduct any activity that impairs or interferes with the rights of other persons or the transportation function of the Airport. No person may engage in an activity that physically or verbally obstructs, delays, or interferes with the free movement of any persons, vehicles, or aircraft in, upon, or through the Airport or otherwise prevents the orderly and efficient use of the Airport for its primary purpose.
- b. Designated Free Speech Area. The City will maintain a designated free speech area located at the terminal bag claim area and the terminal north sidewalk. Unless specifically approved by the Airport Director, no Person may:
 - 1) use of sound or voice amplifying equipment for anything other than official airport operations; or
 - 2) use tables, stands, chairs or other structures, provided however that a person whose certified physical disability prevents or makes standing difficult may use a folding chair;

IV. Advertising Policy

- a. The City may permit use of portions of the Terminal and the Airport for various forms of advertising. Any Person interested in advertising at the Airport should contact Airport administration. All advertising must also comply with any and all applicable requirement under these Rules and Standards for signs.

V. Pre-Arranged Fares

- a. All drivers offering pre-arranged fares must first obtain a Permit and must remain in compliance with all the terms and conditions of the Permit at all times. Drivers meeting TNC prearranged fare customers must park their vehicles in prearranged fare spaces assigned by the City within the queuing lane. TNC pre-arranged spaces are subject to time limitations of use. Drivers meeting prearranged fare customers may not park their vehicles in the regular spaces in the queuing lane. TNC drivers parked in the prearranged parking spaces may not accept walk-up customers. If a TNC prearranged customer has a delayed flight or has changed plans, the driver of the TNC prearranged vehicle may not stay longer than thirty (30) minutes. After the allotted time, the TNC driver must park in the short-term parking lot or leave the airport.
- b. Upon request of any authorized City employee, drivers parked in the prearranged parking spaces must present the names of the prearranged fare customers and the expected arrival times of such customers prior to arrival.
- c. TNC operators will not be issued transponders and will be billed using Geofence technology.

VI. Queue Lane

- a. Customer pick-up is assigned to the queuing lane in the designated spaces. Customer drop-off is assigned to the terminal front curb. If requested or needed, customers with disabilities may be picked up at the terminal front curb.
- b. A maximum of six (6) Vehicle-for-Hire shall stage in the queuing area, four (4) on the right forward in the primary queuing area and two (2) on the left forward primary queuing area.
- c. TNCs have five (5) designated spots for pick up in the secondary queue.
- d. No Vehicle-for-Hire may stage or park along the front curb.

- e. Passengers may choose any vehicle in the queuing lane.
- f. Hotel courtesy and tour busses must stage in the designated parking spaces located in the secondary queue.

VII. Ground Transportation Services

- a. Any person seeking to engage in any ground transportation activity at the Airport must first obtain a Ground Transportation Permit from the City. A permit is required for all commercial ground transportation vehicles who pick up passengers at the Airport for transportation to an off-Airport destination.
- b. The Airport Director may impose such conditions and requirements on a Ground Transportation Permit holder as is deemed necessary to protect the public interest. Such conditions may include: identification of the vehicles to be used, requirements on posting rates and certificates, operational and maintenance requirements for such vehicles, restrictions on driver conduct and dress, necessary insurance, and required indemnification to the City.
- c. All requirements for vehicle conditions may be found on the public passenger vehicle inspection form located at the Building and Permit services office.
- d. Ground Transportation Permits will be issued and revoked under the procedures set in these rules.
- e. Fees are set by the Airport Director using the notice and comment procedures set for in the Airport Fees and Charges section 2.441 of the Eugene Code, 1971. The decision of the Airport Director on the amount of the permit fee shall be final.
- f. In determining the amount of the fee for Ground Transportation Permits, the Airport Director will consider:
 - i. The amount charged for such permits in the past
 - ii. Comparable amounts or rates, of any, charged by other Airports
 - iii. The consideration paid to the City by comparable users of the Airport
 - iv. The revenue needs of the Airport
 - v. The need to create incentives for businesses to locate and operate at the Airport
 - vi. The benefits obtained by the business from its operations at the Airport
 - vii. The need for a variety of economically viable transportation activities at the Airport
- g. The following requirements are in addition to any basic and minimum requirements established for vehicle-for-hire generally by the City and the City. These policies will become a specific part of any future contract or legal agreement entered into between the City and a vehicle-for-hire company.
- h. All vehicles-for-hire will be inspected by the City of Eugene and with spot checks inspected by the Airport staff to verify compliance. Vehicles that fail to pass inspection will be immediately removed from service at the Airport and may not be utilized until such inspection is passed.

Page left blank intentionally

Subdivision II -- RULES AND REGULATIONS

SECTION A. -- PERSONAL CONDUCT

I. General

The following actions are prohibited:

- a. Obstructing, impairing, or interfering with the safe, orderly, and efficient use of the Airport by any other Person, vehicle, or Aircraft.
- b. Disorderly, obscene, harassing, disrespecting, disruptive, or indecent acts at the Airport.
- c. Engaging in, conducting, aiding, or abetting any form of gambling at the Airport, except as may be Approved by the Airport Director in conformance with state law and/or any executed Agreement authorizing such activity.
- d. Consuming alcoholic beverages in the Terminal, except in those areas designated by the Airport Director for the sale and consumption of alcohol. All alcohol consumed in the Terminal must be purchased from authorized concessionaires. No Person shall possess or consume alcohol brought into the Terminal and not purchased from a Terminal concessionaire.
- e. Possessing, consuming, or giving to another person, any intoxicating liquor, wine, or beer, except in facilities licensed by the State of Oregon and in full compliance with all applicable State laws; nor, shall any person appear at the Airport in an intoxicated condition.
- f. Illegally possessing, smoking, drinking, having injected or injecting into their body, or otherwise using any illegal type of narcotic, non-narcotic, drug, dangerous drug, opium, hallucinogen, or other illegal controlled substance.
- g. Possessing marijuana in any restricted area of the Airport unless the Person's flight destination is within the state of Oregon. This rule is necessary in order to comply with state and federal law related to transporting marijuana outside of the state of Oregon.
- h. Operating a sound amplification system within or in the immediate vicinity of the Terminal or another Tenant on the Airport without the written permission of the Airport Director. The foregoing restriction does not apply to the use of the public address system in the Terminal or the use of individual gate announcement systems by airlines, subject to amplification limits established by the Airport Director.
- i. Abandoning personal property, Ground Vehicles, or Aircraft at the Airport.
- j. Soliciting a ride from the owner or operator of any private, non-commercial motor vehicle while located on or adjacent to a road located on Airport property, or aircraft, except in case of an emergency. .

II. Refuse Disposal and Management

- a. No Person shall throw, dump, or deposit any waste, refuse, or garbage on the Airport except in designated receptacles. All waste, refuse, or garbage shall be placed and kept in proper containers until disposed of in an appropriate and timely manner.
- b. Tenants are required to keep their premises included under an Agreement clean and clear of all rubbish, junk, inoperative equipment, and debris. If, after a written notice and cure period is issued by the Airport Director the area is not cleaned, the City may have the

premises cleaned with the cost plus any applicable administrative fee per the current Airport schedule of rates, fees and charges being due and payable from the Tenant.

- c. No Person shall cause debris to be left within the AOA in such manner as may pose a risk to Persons or to the operation of Aircraft. All Persons with access to the AOA shall keep the same clear of Foreign Object Debris (FOD) by collecting and disposing of debris in covered containers to prevent potential engine intake or damage to Aircraft.

III. Animals

- a. Animals are prohibited in the Terminal, except service animals in compliance with FAA guidelines, animals in transit, and animals used in law enforcement. Animals permitted to be in the Terminal must be restrained by a leash, harness, or other similar means of control.
- b. No Person shall enter the AOA with an animal unless the animal is restrained by a leash, harness or container at all times, except that supervised animals used in law enforcement, search and rescue, and wildlife management may be permitted in the AOA without actual physical control. Owners of animals shall immediately collect and properly dispose of their animal 's solid waste.
- c. The Airport Director may designate one or more pet relief areas in the immediate vicinity of the Terminal and, if so designated, all Persons shall abide by the designation.
- d. No Person shall feed or encourage the congregation of birds or other animals on the Airport.

IV. Firearms and Explosive Devices

- a. Firearms are prohibited at the Airport unless authorized under the State of Oregon law and ordinances, rules, and regulation of the City. -
- b. Passengers cannot enter the passenger screening area with a firearm or other item prohibited by the TSA. Police and other duly authorized law enforcement officers may detain any Person violating this provision for questioning, confiscate the firearm or prohibited item, allow the Person to voluntarily withdraw from screening, or allow the Person to check or ship the firearm or prohibited item. These actions may be in addition to any civil penalties imposed by law enforcement or TSA for the same conduct.
- c. Persons at the airport cannot possess any explosive device or any hoax device. This restriction on explosives does not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan or as authorized by the Airport Director. This restriction also does not apply to the possession and use of explosive devices in connection with the design, manufacture, repair, refurbishment, or operation of Aircraft. For purposes of these Rules and Standards, a hoax device includes any object that could cause a Person to reasonably believe that the object is or contains an explosive device.

V. Hunting

Persons cannot hunt, pursue, trip, catch, injure, or kill any animal at the Airport. This restriction does not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan, or as authorized by the Airport Director.

VI. Vandalism and Damage to Airport Property

Persons cannot destroy, injure, damage, or deface in any way public property located on the Airport. Any Person causing or liable for damage of any nature shall report such damage to the office of the Airport Director and, upon demand by such office, must reimburse the City for the full

amount of the damage plus any applicable administrative fee per the current Airport schedule of rates, fees and charges due and payable upon demand.

VII. Residential Use

Building, facilities, or other structures at the Airport cannot be used for residential use as determined by City building codes. This restriction does not apply to short term use of flight crew quarters, pilot resting facilities, and similar facilities designed and used for temporary occupancy.

VIII. Non-Aeronautical Property Storage

Hangars, T-hangars, or similar structures at the Airport designed for the storage of or use by Aircraft, and exterior areas surrounding any such structure, cannot be used for the storage of vehicles or property not related to the use, operation, or maintenance of Aircraft in accordance with all applicable FAA Regulations and guidelines. This prohibition includes, without limitation, storage of motor vehicles, recreational vehicles, motorcycles, motorized recreational vehicles, boats and similar floating devices, personal non-aeronautical items, construction materials, and non-airworthy aircraft unless they are being actively repaired/refurbished in the sole discretion of the Airport Director. The Airport Director has the right of inspection, upon demand, to ensure compliance with this provision. Any prohibited item must be removed upon reasonable notice by the Airport Director and, if not removed as directed, may be removed by the City at the Tenant's sole expense the cost of which will be invoiced to the Tenant, due and payable upon demand. This prohibition does not preclude the storage of vehicles on a temporary basis while the occupant is traveling in an Aircraft stored in the structure. The intermittent storage of incidental equipment that does not impede the access or egress of Aircraft in and out of the hangar is allowed.

SECTION B. -- AIRCRAFT OPERATIONS

I. General Responsibilities

- a. The operation of Aircraft at the Airport must comply with FAA regulations; Oregon law; directives and orders of the airport traffic control tower; TSA regulations; and with these Rules and Standards. Persons operating Aircraft are responsible for the safe operation of their Aircraft and the safety of others exposed to such operation.
- b. All Aircraft operating at the Airport must display on board the Aircraft a valid airworthiness certificate to the extent required and issued by the FAA or appropriate foreign government, and further shall display on the exterior of the Aircraft a valid registration number as may be issued by the FAA or appropriate foreign government.
- c. Upon request of the Airport Director, the Aircraft Operator must produce an operator's license and airworthiness certificate, to the extent an operator's license or airworthiness certificate is required by the FAA or appropriate foreign government.
- d. No Person may operate Aircraft at the Airport in a reckless or negligent manner; in disregard of the rights and safety of others; without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or property. No Person shall operate Aircraft constructed, equipped, or loaded in such a manner as to endanger, or to be likely to endanger, persons or property.
- e. In addition to any other penalties prescribed by these Rules and Standards or that may be imposed by FAA for the same conduct, the Airport Director may restrict access to the Airport by (i) any Person who has been found by the FAA to have violated applicable FAA regulations concerning the operation of Aircraft, where such violation would, in the sole judgement of the Airport Director, present a real and immediate danger to the safety of persons or property on the Airport; or (ii) who has been found by the City to have violated

the preceding provision of the Rules and Standards concerning the safe operation of Aircraft on the Airport.

- f. As provided in FAA regulations and Oregon law, no Person shall operate or have actual physical control of any Aircraft while under the influence of alcohol, illegal drugs, or other illegal controlled substances. This provision is intended to provide an additional mechanism to ensure safe aircraft operations by requiring compliance with FAA regulations, currently found at 14 C.F.R. § 91.17, and Oregon law. This provision is not intended to create new or different standards than provided in FAA regulations or Oregon law.
- g. No Person shall have in his possession while in the cockpit of any Aircraft any bottle or receptacle containing any alcoholic beverage which has been opened, or the seal broken, or the contents of which have been partially removed.
- h. No Person shall land at, take off from, or taxi on the Movement Areas of the Airport in an Aircraft that is not equipped with a functioning radio transmitter and receiver. In the event of inadvertent radio failure, standard light signals shall be observed.
- i. Any Aircraft owner or operator causing damage to City property, as determined by the Airport Director shall be fully liable to the City for repair of any such damage on a timely basis, plus any administrative fee per the current Airport schedule of rates, fees and charges, due and payable upon demand, in addition to any other penalties prescribed herein.
- j. Snow removal by the City will be limited to those areas identified in the Airport Snow and Ice Control Plan, on file in the office of the Airport Director. Snow removal in Lease Premises is the responsibility of the Tenant unless stipulated otherwise in an Agreement. Snow removal by Tenants must not impede the ground movement of Aircraft and Ground Vehicles; be deposited in space that will require the City to conduct additional removal; create a hazard to air navigation; cause a risk of engine ingestion; or otherwise present a risk to Persons or property.

II. Parking, Ground Movement and Engine Run-Up

- a. Aircraft cannot be parked or stored at the Airport except in areas designated by the Airport Director for such purposes. Aircraft Operators are solely responsible for properly securing the Aircraft while parked or stored to avoid damage to other Aircraft or buildings and for maintaining the Aircraft in a safe and mobile condition.
- b. eVTOL Aircraft may only operate in designated areas. Operators must submit to the City operating procedures supporting the safe movement of passengers. Written approval of all such plans must be received prior to operation of eVTOL Aircraft on the Airport. The City reserves the right to charge operators for the use of Airport facilities.
- c. No Aircraft shall be left unattended on the Airport unless it is in a hangar or adequately secured on a designated Aircraft parking ramp or Common Use Areas of the Airport.
- d. All Airport users shall have the right in common with others so authorized to use Common Use Areas of the Airport. Common Use Areas shall be kept clear and available for Aircraft traffic to comply with intended use. No one shall use any Common Use Area for parking or long term storing of Aircraft, equipment, or vehicles. Common use designations may be changed from time to time by the Airport Director.
- e. Aircraft shall not be parked so as to block movement on taxiways, taxilanes, public ramps, or in Common Use Areas. At the direction of the Airport Director the operator, owner, or pilot of any illegally parked Aircraft on the City shall move Aircraft to a legally designated parking area on the Airport. If the operator refuses to comply with such direction, the Airport

Director may have the Aircraft towed to such designated area at the owner's or operator's expense, plus any administrative fee per the current Airport schedule of rates, fees and charges due and payable upon demand.

- f. Tenants shall park and store all Aircraft and equipment used for their operations within their Lease Premises only unless alternative arrangements for such parking or storage are agreed to in writing with the Airport Director.
- g. Abandoned Aircraft are not allowed in the Common Use Areas on the Airport. The Airport Director may cause Abandoned Aircraft to be removed at the sole risk and expense of the Aircraft owner or operator. Aircraft in any active stage of manufacture, repair, or refurbishment are not considered abandoned provided that the Aircraft is under the care, custody, and control of a Person and there is evidence of completing or restoring the Aircraft to an airworthy condition in a timely manner approved by the Airport Director.
- h. Non-airworthy Aircraft are not allowed within the tie-down or ramp areas. Aircraft in any inactive state of manufacture, repair, or refurbishment may not be parked within a Tenant's Lease Premises.
- i. Aircraft Operators must obey or comply with all pavement markings, signage, and lighted signals.
- j. No Person shall taxi an Aircraft until the Person has ascertained by visual inspection of the area that there will be no danger of collision with any Person or object in the immediate area.
- k. Fixed wing Aircraft must take off or land from designated runways and in full compliance with FAA regulations and airport traffic control tower instructions.
- l. Passengers and cargo must enplane/deplane only in areas designated by the Airport Director.
- m. Run-up of jet, turboprop, or piston engines shall be performed only in the areas designated for such purpose to include sound and/or foreign objects and debris mitigation improvements and during hours approved by the Airport Director or the airport traffic control tower.
- n. No Person owning, controlling or operating any Aircraft shall start, operate, or allow the Aircraft's engine to run, or allow the same to be started, operated, or run unless a licensed operator is in the Aircraft attending the Aircraft's controls. A portion of aircraft run-up for testing, maintenance, and pre-flight checks may be conducted without an operator at the controls so long as the run-up occurs in a designated area, all safety precautions prescribed by FAA regulations and best industry practices are employed, and the Aircraft is incapable of moving during the period an operator is not at the controls.
- o. Aircraft shall not be started within any structure on the Airport, provided that Aircraft and aircraft engines may be started in structures on the Airport during research and development, manufacture, and/or repair.
- p. No Person shall start the engine of any aircraft unless the wheels of said Aircraft are then chocked or unless adequate brakes thereon have been actuated.
- q. Positioning, starting, or taxiing of Aircraft shall be done in such a manner so as not to cause jet blast or prop wash that may result in injury to Persons or damage to property.
- r. Helicopters cannot operate within fifty (50) feet of any building or a fixed wing Aircraft and must operate only from areas designated in writing by the Airport Director.

- s. Aircraft cannot operate on pavement designed solely for Ground Vehicle or pedestrian traffic.

III. Aircraft Accidents/Incidents

- a. The pilot of an aircraft involved in an accident or incident on the Airport must report the accident or incident to Airport Operations immediately. In turn, Airport Operations will report the accident or incident to the National Transportation Safety Board and the FAA Flight Standards District Office. In the event said pilot is not able to make such report to Operations, the owner of the aircraft or his/her agent shall make such report. The National Transportation Safety Board will follow-up with the pilot as part of their investigation.
- b. In the event of an accident on the Airport, the City, through the Airport Director may, upon receipt of removal authority from the FAA Regional Operations Center or National Transportation Safety Board, direct the owner, pilot or authorized insurance company to make arrangements to have the Aircraft moved and, if not completed within a reasonable period of time as defined by the Airport Director, contract for the damaged aircraft to be moved from the landing areas, ramps, aprons, or other areas at the sole expense of the owner, plus any administrative fee per the current Airport schedule of rates, fees and charges, due and payable on demand and without liability to the Airport for damage resulting from such moving.
- c. City property damaged or destroyed by accident or otherwise shall be repaired or replaced at the expense of the responsible parties.
- d. The pilot or owner of any Aircraft that sustains material damage affecting the airworthiness of the Aircraft while conducting operations on the Airport must immediately notify Airport Operations.

IV. Airport Closure

- a. The Airport Director may, at any time, close the Airport, or any portion thereof, to air traffic; delay or restrict any flight or other Aircraft operation; and/or deny the use of the Airport or any portion thereof when necessary, in the interest of safety and security, including without limitation in the event of Aircraft incidents and accidents and certain airfield surface conditions. Upon approval by the FAA, the Airport Director shall have the right to temporarily close sections of the Airport for Special Aeronautical Events. In the event the Airport Director believes the condition of the Airport to be unsafe for landings or take offs, he or she may issue, or cause to be issued, a Notice to Airmen closing the Airport or any portion thereof.

V. Self-Service

- a. A Person may service an Aircraft that the Person owns; Aircraft that the Person has under its exclusive care, custody, and operational control pursuant to a long-term lease or other agreement; or Aircraft that are under the care, custody, and control of a Person during manufacturing and warranty work. Self-Service includes the right to tie down, adjust, repair, refuel, clean, and otherwise service an Aircraft.
- b. Each Person engaged in Self-Service must have the requisite training and/or certification as required by the Rules and Standards and FAA regulations. Licensed pilots are permitted to perform preventive maintenance in accordance with 14 C.F.R. Part 43. The City may request validation of such licensing or certification.
- c. Aircraft managers, co-ops, or hangar associations are not the owner or lessee of an Aircraft, and each such Persons are not permitted to Self-Service. Flying Clubs and fractional Aircraft owners pursuant to 14 CFR Part 91 are permitted to Self-Service Aircraft.

Aircraft manufacturers are permitted to Self-Service Aircraft under their care, custody, and control prior to delivery to customers and during warranty periods. Airlines are permitted to Self-Service Aircraft that may be owned or leased by an air carrier with a separate legal identity from the airline and providing scheduled passenger service at the Airport in accordance with a contract or agreement with the airline.

- d. Educational institutions are allowed to Self-Service Aircraft used in a certified aviation educational program.
- e. Self-Service may be conducted by the United States military for all United States military Aircraft.
- f. Self-Service may be conducted only by the Aircraft owner or operator, including an employee or contractor of the Person who owns the Aircraft. The Airport Director may require evidence of employment, such as a copy of the employee's W-2 Statement or evidence of a contract.
- g. The City may choose to designate areas on the Airport where Aircraft owners and operators may engage in Self-Service.

VI. Cleaning, Painting and Maintenance of Aircraft

- a. Aircraft maintenance must occur within hangars or in common areas designated by the City, provided such activity does not pose a fire or safety hazard, complies environmental requirements, and does not impede movement of other Aircraft in the area.
- b. Aircraft painting must occur only in designated areas approved for that activity by the City with all required environmental permits. Outdoor Aircraft painting is prohibited. Tenants are solely responsible for obtaining all local, State, or Federal environmental permits.
- c. Aircraft cleaning and maintenance must occur only in the areas and in the manner prescribed by the City and in compliance with the Airport Storm Water Management Plan. Under no circumstances is maintenance that involves hazardous materials to be performed in areas that do not contain oil/water separators or other approved methods of fluid collection.

VII. Limits on Aeronautical Activities

- a. The following types of Aircraft and other aerial devices may not operate at the Airport without Approval of the Airport Director:
 - 1) Ultralight Aircraft.
 - 2) Unmanned aerial vehicles.
 - 3) Kites, model airplanes, tethered or non-tethered balloons, rockets and similar aerial devices.
- b. Use of any portion of the Airport as a designated drop zone for parachute jumping or skydiving is strictly prohibited.
- c. The Airport Director may seek review by the FAA upon receipt of an application to conduct the foregoing Aeronautical Activities or another Aeronautical Activity not then occurring on the Airport. In the event that the Airport Director grants approval to conduct an Aeronautical Activity, the written approval shall be in the form of a directive authorizing the applicant and other similarly situated Persons the right to conduct the Aeronautical Activity and prescribing specific conditions on use of the Airport for the Aeronautical Activity. The authorized Aeronautical Activity shall be conducted in conformity with such directive, all

applicable requirements contained in FAA regulations, and any other conditions as may be imposed by the airport traffic control tower.

SECTION C. -- FUELING AND ENVIRONMENTAL PROTECTION

I. General

- a. All aviation fuels and oils for sale on Airport property must be dispensed only by Persons so authorized in an Agreement. No Persons may sell, transport, store, dispense, or otherwise introduce fuels and oils onto Airport property without an Agreement.
- b. For purposes of this section, "Permittee" means the owner or exclusive operator of an Aircraft authorized to self-fuel pursuant to a Self-fueling Permit or Agreement.

II. Aircraft Fueling Operations

- a. All fuel handling and dispensing on the Airport performed as Self-Service must comply with the following:
 - 1) FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling and Dispensing on Airports).
 - 2) FAA Advisory Circular 00-34A (Aircraft Ground Handling and Servicing).
 - 3) National Fire Prevention Association (NFPA)'s Code No. 407 (Standard for Aircraft Fuel Servicing); and Code No. 30 (Flammable and Combustible Liquids Code).
 - 4) Air Transport Association Specification 103 (Standards for Jet Fuel Quality).
 - 5) Underwriters Laboratories 2085 (Protected Aboveground Tanks for Flammable and Combustible Liquids)
 - 6) All applicable State of Oregon rules and regulations
- b. Each Fueler operating under a Self-Service provision, must provide the City with a comprehensive quality control and management plan identifying quality control procedures and qualification and training of personnel to be used in the Self-Service Aircraft fueling operations.
- c. Each Fueler must also provide all applicable insurance required by its Agreement and agrees to indemnify and hold harmless the City from environmental contamination, injury to Persons, or damage to property.
- d. Self-Service includes self-fueling for qualified Persons. In order to engage in self-fueling, the Person must have such right granted in an Agreement. Self-fueling shall be subject to the Storage Tank Agreement and the Rules and Standards. No Person is required to self-fuel.
- e. The transportation of fuel onto the Airport, via truck or otherwise, for the purpose of direct Aircraft fueling is strictly prohibited. This provision does not apply to the various fuel companies that make aviation fuel deliveries at the Airport into storage tanks approved in accordance herewith nor, shall this provision apply to Aircraft involved in disaster recovery efforts authorized by Federal, State, and Local governmental entities. No truck-to-truck (fuel transport truck to aircraft fuel service truck) operations are allowed.
- f. No Aircraft shall be fueled while one or more of its engines are running, except under procedures approved by the FAA and consistent with proper safety procedures.

- g. No Aircraft shall be fueled or de-fueled while passengers are on board the Aircraft unless a properly trained crew member is on board.
- h. All fueling operations must be conducted at least fifty (50) feet from any hangar or building, and fueling trucks must be pointed away from fueled Aircraft and have a clear route of egress in case of emergency.
- i. Smoking or lighting of an open flame is not allowed within one hundred (100) feet of any fueling operation. No Person shall use any material during fueling or de-fueling of Aircraft which is likely to cause a spark or be a source of ignition.
- j. No Person shall operate any radio transmitter or receiver or switch electrical components on or off in an Aircraft during fueling or de-fueling except those systems that may need to be operated by a crew member during fueling operations.
- k. Dispensing equipment and receiving equipment such as refueling trucks, fuel farms, and Aircraft must remain grounded during fueling operations of any kind to neutralize electrical discharge potential.
- l. Fueling and defueling operations must be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified, as required by law, and all Fuelers shall be properly trained on the use of fire extinguishers.
- m. All fuel dispensing equipment, hoses, funnels, or apparatus used in fueling or defueling must be maintained in good condition and be properly grounded in accordance with FAA and NFPA guidelines, and in compliance with the Federal Water Pollution Control Act.
- n. Fuel hoses and equipment must be maintained in a safe, sound, and non-leaking condition.
- o. Trained personnel must be present during the entire fueling operation of an air carrier aircraft in accordance with 14 C.F.R. Section 139.321.
- p. MOGAS must be dispensed on the Airport into Aircraft certified for its use and in accordance with all applicable FAA and industry guidelines as well as federal, state, and local laws and regulations relating to fuel handling and storage.

III. Training

- a. Employees of all Fuelers and agents handling aviation fuels at the Airport must be properly trained as required by 14 C.F.R. § 139.321. Separate fuel safety training programs are required for supervisors and line service personnel.
- b. Every fueling agent must have completed an FAA authorized aviation fuel training course in fire safety. Each individual must be trained prior to initial performance of duties and receive recurrent instruction at least every twenty-four (24) consecutive calendar months.
- c. All other employees who fuel Aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor.
- d. Training for employees may also be completed through the use of an approved line service fuel safety course.
- e. Fuelers must maintain a copy of the certificate of completion for any employees completing the required fuel safety training for twelve (12) consecutive calendar months. Certificates shall comply with the requirements of FAA Advisory Circular 150/5230-4B at Chapter 4, Section 3.

- f. Self-service Fuelers must provide the City a written confirmation once every twelve (12) consecutive calendar months that the training required by 14 C.F.R. § 139.321(e) has been completed.

IV. Fuel Storage

- a. No fuel storage or dispensing equipment shall be installed or used at the Airport without the prior written approval of the Airport Director. Only those Tenants having fuel storage rights specified in their Agreement are eligible for fuel storage.
- b. All fuel storage or dispensing equipment must comply with FAA and NFPA requirements, be maintained in a safe and non-leaking condition, and be installed and maintained at the sole expense of the Fueler.
- c. All storage tanks must be located above ground (i.e., less than 10% of the total volume of the storage and delivery system to be underground) and made to comply with current environmental requirements, and adapted to meet future requirements, of federal, state, and local laws and regulations relating to fuel storage, and must be operated in accordance with FAA Advisory Circular 150/5230-4B, NFPA 407, and the National Air Transportation Association's Refueling and Quality Control Procedures for Airport Service and Support Operations, as each may be amended or superseded.
- d. Existing private storage and distribution systems may remain until the Agreement with the City to operate such facilities expires or the owner removes or abandons the facility. The owner shall not expand the product capacity or number of storage tanks in existing facilities without the Approval of the Airport Director. Establishment of any new fuel storage facilities at the Airport must be in accordance with current federal, state, and local environmental and safety regulations and policy.
- e. All fuel must be stored in and dispensed from facilities located in areas designated by the City. The City must approve the location, design, and construction of any new fuel storage or fuel dispensing facility and reserves the right to require that the fuel storage tanks be located in a consolidated location that includes approved containment provisions. Proposals for additional or new fuel storage or dispensing facility locations not shown on the FAA-approved airport layout plan will not be approved until such time as a change can be submitted to and approved by the FAA.
- f. New fuel storage facilities must comply with the requirements for secondary containment as prescribed in federal and Oregon law.
- g. Fuel storage equipment must include automatic metering, recording, and ticket printing devices, or electronic conveyance system that maintains and produces accurate receipts of fuel received and dispensed from the facility and that are properly calibrated. Specifications for metering equipment shall be submitted to the City for review and approval. All approved systems will provide an accurate and reliable audit trail for administrative requirements and leak detection purposes.
- h. Distribution of fuel into aircraft shall be via mobile or stationary pumping equipment. Over the road tankers are prohibited on the AOA. Storage sites shall provide adequate access and circulation pavements to accommodate both the fuel delivery tanker and the Aircraft refueling vehicles. All pavements subject to heavy tanker delivery truck traffic and fuel spill potential must be appropriately designed and constructed by the Fueler.
- i. Each fuel storage facility must include, at a minimum, an eight-foot chain link fence around the perimeter and a locked gate and adequate lighting as prescribed in the Airport Security Program or required by the Airport Director.

- j. Fuel storage is not allowed in Aircraft storage or maintenance hangars.
- k. The use of mobile or portable tanks for the storage of aircraft fuel or other flammable or combustible liquids must be in accordance with applicable fire codes. Storage of fuel in mobile tanks, trailers, or trucks is prohibited, unless such trucks or mobile tanks are secured, when not in use, within approved containment or another location specified in a written Agreement between the Airport Director and the mobile tank owner.

V. Fuel Spills

- a. Fuelers must prepare, maintain, and implement an SPCC Plan, except to the extent the Fueler's fueling operations are covered by the Airport SPCC Plan.
- b. Cleanup methods must be consistent with the applicable SPCC Plan and must be approved by the Airport Director.
- c. Fuelers must provide adequate procedures to prevent and limit fuel spills and shall develop fuel spill contingency plans including notification and clean-up procedures.
- d. Fuelers must maintain an adequate supply of fuel absorbent materials readily available to respond in the event of a fuel spill. Fuelers must have, at a minimum, enough fuel absorbent materials to respond to a fuel spill of up to ten (10) gallons.
- e. Each Fueler is fully responsible for the cost of whatever cleanup and/or monitoring is required due to fuel spillage or leakage from their facilities and equipment.
- f. In the event of a fuel spill larger than 10 feet in any direction, 50 feet in area, continuous flow, and/or hazard to person or property, the following safety procedures must be followed:
 - 1) Fueler must immediately notify 9-1-1 and then Airport Operations.
 - 2) Fueler must take immediate action to begin containment and clean-up operations and prevent fuel from entering any storm or other drain system.
 - 3) Fuel delivery devices and other vehicles must not be moved or operated in the vicinity of the spill until the spillage is contained and removed. A fireguard must be promptly posted at any such spillage site and remain until relieved as authorized by the Airport Director.
 - 4) All contaminated absorbent material must be placed in DOT-approved metal containers and disposed of by the Fueler at Fueler's sole expense in compliance with all applicable federal, state, and local laws.
 - 5) Where spills occur that are larger than Fueler can adequately handle, Fueler must obtain the clean-up services of an approved hazardous material contractor. Airport Operations will direct the recovery operations with the contractor and Fueler and the safe handling of residual fuel after recovery.
 - 6) Fuelers are liable for all costs associated with the control, containment, clean-up, disposal, fines, and any damages that result from the spill or clean-up operations. If Fueler fails to promptly undertake remediation activities in response to a spill or discharge, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the spill, any administrative fee per the current Airport schedule of rates, fees and charges, shall be paid upon demand by Fueler. Failure to do so will result in the immediate termination of the Fueler's Agreement. In the event of termination, the Fueler remains responsible for all actions conducted under the Agreement.

- 7) Copies of all reports submitted to any federal, state, or local agency relating to such spill must be provided to the Airport Director at the time submitted to such agency.

VI. Fuel Servicing Vehicles

- a. Any mobile fueling vehicles and their systems used in authorized self-fueling operations must be maintained and operated in accordance with Environmental Protection Agency (EPA), federal, state, and local regulations, codes and ordinances covering fuel dispensing on airports; FAA Advisory Circular 150/5230-4B; and NFPA 407.
- b. Each fueling vehicle must be conspicuously marked, per NFPA 407, in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank in letters of at least six (6) inches high, and with the wording "emergency shut off" and other appropriate operating instructions required at the emergency operating devices in letters at least two (2) inches high. Each fueling vehicle will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.
- c. Fueling vehicles must use only the entrance, exit, and route designated by the City during the transportation and delivery of fuel to, from, and on the Airport.
- d. Trained fueling personnel must be of sufficient number to safely operate the fuel storage and dispensing systems and perform periodic checks and inspections essential to their proper functioning. All fueling facilities and fueling vehicles may be inspected on a quarterly basis by City staff or authorized personnel. Fuelers must address any and all deficiencies reported in any quarterly inspection.

VII. Self-Fueling

- a. No Person shall engage in self-fueling unless and until a Self-fueling Permit, or alternative Agreement authorizing such activity, has been obtained from the City. The requirement to seek and obtain a Self-fueling Permit does not apply if self-fueling operations are authorized and addressed fully in an existing Agreement.
- b. To obtain a Self-fueling Permit, an applicant must provide evidence of ownership or lease for every Aircraft for which self-fueling privileges are requested.
- c. Aircraft manufacturers are permitted to self-fuel Aircraft under their care, custody, and control prior to delivery to customers and during repair and warranty work. The City may recognize this right in a Self-fueling Permit without requiring identification of individual Aircraft.
- d. Applicants for a Self-fueling Permit must pay a Permit fee as may be required by the City.
- e. Permittees engaged in self-fueling must provide the Airport Director with a current list of owned or leased Aircraft verifying sole ownership by the owner, or that the lessee is the sole lessee of said Aircraft.
- f. Permittees may not sell, trade, or otherwise transfer fuel, oil, or other petroleum products to any other aeronautical user on the Airport.
- g. To obtain a Self-fueling Permit, an applicant must provide evidence that it is a Tenant in good standing at the Airport pursuant to a Lease or sub-lease and, in the event the applicant is a sub-lessee, must further provide evidence that the sublessee expressly has authorized the applicant to self-fuel on the leasehold.
- h. An Applicant shall procure and deliver to the Airport Director with the application for a Self-fueling Permit, a current, original Certificate of Insurance acceptable to the City showing

insurance coverage for the duration of the permit for at least the amounts specified by the Airport Director.

- i. The term of a Self-fueling Permit shall be no longer than the term of Permittee's lease or sublease at the Airport.
- j. Permittee may only fuel Aircraft identified on the Self-fueling Permit. No other Aircraft may be fueled by Permittee. It is the sole responsibility of the Permittee to advise the City when there is a change in Aircraft to be covered under the Permit. Failure to do so, may result on the termination of the Permit.
- k. Permittee shall ensure that only Persons employed or contracted by Permittee are involved in self-fueling and that all employees handling fuel are trained in accordance with Subsection III above. Permittee may be required to show proof that the Person fueling an Aircraft is an employee of Permittee, such as by providing a copy of the employee's W-2 Statement or for contract employees, other similar verification. Permittee shall submit to the Airport Director evidence of training in safety procedures received by each Person who will conduct aviation self-fueling operations and shall provide to documentation verifying all required certifications and required recurrent training before self-fueling activities may take place.
- l. Permittee shall dispense aviation fuel only on Permittee's approved leasehold.
- m. Permittee cannot park fueling vehicles overnight at the Airport without prior written authorization by the Airport Director.
- n. Permittee may terminate the Self-fueling Permit upon thirty (30) calendar days written notice to the City. Permittee shall remain fully liable for all actions prior to the termination date.
- o. The City may revoke the Self-fueling Permit upon ten (10) calendar days written notice to the Permittee, and the Airport Director may terminate the Self-fueling Permit immediately with written notice in the event of an emergency, for any of the following reasons:
 - 1) Non-compliance with the Rules and Standards.
 - 2) Failure to maintain the required insurance.
 - 3) Failure to pay any part of the fuel flowage fees due after such payments become due and payable to the City.
 - 4) Failure to repair any damage to the fuel storage facility within the time specified by the City.
 - 5) Fueling an Aircraft that is not listed on the Self-fueling Permit.
 - 6) Aircraft fueling by individuals who are not employees or contractors of Permittee.
 - 7) Discontinuation of fueling operations by Permittee for a period of one hundred eighty (180) consecutive calendar days.
 - 8) Failing to report a fuel spill as required and in the manner required by the State and Federal governments.
 - 9) Any violation of Oregon environmental law or regulation or Federal laws and regulations related to fuel storage and dispensing.

- p. Permittee has the opportunity to appeal the revocation of a Self-fueling Permit in accordance with Subdivision I, Section C(II) hereof. Upon termination, Permittee may not reapply for a Self-fueling Permit for a period of one calendar year from the effective date of the termination.
- q. Permittee agrees to assume liability in connection with fuel storage, handling, and dispensing, and to indemnify, hold harmless, and defend the City, on terms prescribed by the Self-fueling Permit.
- r. A Self-fueling Permit is not assignable or transferable. Permittee cannot enter into any Agreement to transfer any of Permittee's privileges under the Self-fueling Permit whereby other Persons share in the privileges or services authorized by the Self-fueling Permit.

VIII. Fuel Flowage Fee

- a. A fuel flowage fee is established and subject to change by the City. All Fuelers must pay to the City the then-current fuel flowage fee for each gallon of aviation fuel delivered to the Fueler or self-fueling Person, except in the event that the amount of the fuel flowage fee shall be designated in an Agreement.
- b. Each Fueler shall submit payment to the City for all fuel delivered within thirty (30) calendar days after the date of the delivery. Each Fueler shall submit a statement signed by an officer or employee of the Fueler following delivery, which sets forth the total number of gallons of fuel delivered, by category. Fuelers shall be required to provide monthly reports of fuel dispensed by category by Aircraft within ten (10) calendar days after the end of the month.
- c. The obligation to pay a fuel flowage fee is in addition to any other rates, fees, and charges established by the City or any fuel tax(es) imposed by an authorized taxing authority.

IX. Flammable and Volatile Liquids and Gases

- a. Persons who intend to use flammable or volatile liquids on the Airport and/or self-fuel Aircraft must comply with the standards and requirements of the National Fire Protection Association (NFPA) 407 (Standard for Aircraft Fuel Servicing) and FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling, Training and Dispensing on Airports), as each may be amended or superseded.
- b. The procedures and precautions outlined in this subsection must be followed in all cleaning, painting, manufacturing, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids.
- c. Persons conducting aircraft fuel system maintenance must comply with the standards and requirements of NFPA 410 (Standard on Aircraft Maintenance), as the same may be amended or superseded.
- d. No Person shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit for any purpose other than fueling.
- e. Cylinders or flasks of compressed flammable gases used for aeronautical purposes must be stored external to occupied buildings and hangars in devices approved for such storage. Cylinders and flasks may be stored inside hangars or occupied buildings only if they are secured in a designated area with adequate fire protection systems as Approved by the Airport Director. Aircraft oxygen bottles and FAA approved aircraft heaters are exempt.

X. Toxic Substance Disposal

- a. Fuels, deicing fluids, oils, dopes, paints, solvents, acids, and other hazardous materials cannot be disposed of or deposited directly or indirectly into drains, on the ramps, taxiways, taxiways, runways, catch basins, ditches (on or adjacent to the Airport), or elsewhere on the Airport. Used engine oil must be disposed of at EPA designated or approved off-Airport receivers or as approved by the Airport Director.
- b. Floors, walkways, and paved surface areas in buildings must be kept free of oil solvents or other fluids that may cause injury. The use of volatile, flammable solvents for cleaning floors is prohibited. Drip pans and other appropriate fluid catchment/holding devices or methods shall be used when necessary.

XI. Sanitation and Hazardous Waste Management

- a. No Person shall use, handle, treat, store, or transport hazardous materials on or at the Airport, except as reasonably necessary in the ordinary course of the Person's authorized activities on the Airport and only if such hazardous materials are properly labeled and contained, and notice of and a copy of the Material Safety Data Sheet is provided for each such hazardous material.
- b. No Person shall use, handle, treat, store, or transport hazardous materials at, in or on the Airport at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons, property, or the environment.
- c. All personnel whose duties and responsibilities involve the handling and storing of hazardous substances and materials must have received proper training, in accordance with Occupational Health and Safety Administration regulations.
- d. No Person shall discharge, dispose, or release any hazardous materials, wastes, or substances on the Airport or surrounding air, lands, or waters. In the event of a release, the responsible party promptly shall notify the Airport Director and any federal or state agency, as applicable.
- e. All Persons shall comply fully with the Airport Storm Water Management Plan (SWMP) and any applicable National Pollutant Discharge Elimination System (NPDES) permit.
- f. The storage of waste materials and trash at the Airport is prohibited unless placed in receptacles provided for such purposes.
- g. All outdoor trash or garbage containers must be covered. Such containers shall be located only in those areas approved for such use on the Lease Premises.
- h. No Person may burn refuse at the Airport.
- i. All Persons using commercial trash receptacles are responsible for the cleanliness of the trash collection site.
- j. All vehicles used for hauling trash, dirt, or other refuse materials on the Airport must prevent their contents from dropping, shifting, leaking, or escaping.
- k. No Person shall dispose of any fill or building materials or any other discarded or waste materials on the Airport.
- l. Lubricating oils and hazardous liquids shall be disposed of in compliance with the Airport SWMP, and federal, state, and local law.

- m. Responsible Persons are liable for the cost to remediate the release of any hazardous substances on the Airport. If the responsible Person fails to promptly undertake remediation activities in response to the release of any hazardous substance, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the release plus administrative fee per the current Airport schedule of rates, fees and charges and the total shall be paid upon demand by the responsible Person.
- n. The City may at any time to access any portion of the Airport for the purpose of conducting inspections, sampling, and other testing to determine the nature and extent of contamination on or under the property. Access to Lease Premises shall be granted upon request or on demand in the event of an emergency.

SECTION D. -- GROUND VEHICLES, PEDESTRIANS AND PARKING

I. Pedestrian Access

- a. No Person may travel on exterior areas within the Airport other than on roads, sidewalks, or other marked rights-of-way provided for such purpose.
- b. No Person shall prevent or restrict any other Person's passage to, from, and within the Airport, except for authorized conduct of federal, state, and local law enforcement officers, TSA officers, and Airport employees.
- c. No Person shall interfere with safe operation of an Aircraft landing, taking off from, or operating on the Airport.
- d. Landside
 - 1) Traffic laws of the State of Oregon and the City of Eugene shall apply to the public streets, roads, and vehicular parking areas on the Airport. All traffic, informational, and warning signs shall be obeyed.
 - 2) No vehicle, whether for hire or otherwise, shall load or unload passengers or baggage in any area on the Airport except as designated for such purpose by appropriate signs or markings. Vehicles for hire shall be required to comply with all licensing and permitting requirements as determined solely by the City and pay all applicable fees.
 - 3) All persons authorized to park in the Airport designated employee parking lot shall register their vehicle with the City prior to use of a parking space in the lot and shall visibly display any applicable parking pass as requested by the City. Any change in ownership or licensing of vehicles will require a change in registration.
 - 4) Abandoned Vehicles are prohibited on the Airport and may be removed at the request of the Airport Director at the sole risk and expense of the vehicle owner.
 - 5) Airport Administration may cause vehicles in violation of the Rules and Standards to be ticketed or towed. In addition, the Airport Director may deny access to any Ground Vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.
- e. Airside

- 1) No vehicle shall be operated on the Airport unless it is duly licensed, if required by law, and unless the driver thereof shall have a lawful driver's license to operate a vehicle.
- 2) Pedestrians and Aircraft shall at all times have the right-of-way over vehicular traffic. All vehicles shall pass to the rear of taxing Aircraft and shall be so operated as to avoid interference with aircraft operation.
- 3) When parking adjacent to a runway, all vehicles must park parallel to the runway outside of the runway safety areas, 250 feet from the runway centerline, unless such runway is officially closed by the Airport Director and/or maintenance requirements dictate otherwise.
- 4) When backing refueling vehicles, a signal person must be available to guide the driver. The driver must remain in the vehicle cab and is forbidden to stand on the running board or fender while backing. Refueling vehicles shall at no time be blocked or so positioned as to prevent rapid removal.
- 5) The operation of any vehicle on the Airport shall be in accordance with the procedures and policies outlined in the City approved or administered drivers and security training programs.
- 6) No Person shall operate any motor vehicle on the Airport in a manner that would endanger his or her person or property or the safety of another's person or property.
- 7) No Person shall operate a motor vehicle on the Airport while under the influence of an intoxicant or illegal controlled substance.
- 8) Abandoned Vehicles are prohibited on the Airport and may be removed at the request of the Airport Director at the sole risk and expense of the vehicle owner.
- 9) Airport Administration may cause vehicles in violation of the Rules and Standards to be ticketed or towed. In addition, the Airport Director may deny access to any Ground Vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.

II. Ground Vehicle Parking

- a. No Person shall park or leave standing any vehicle, whether occupied or not, on the Airport except within designated parking areas or active loading and unloading areas.
- b. The City will place and maintain signs that designate all general and reserved loading zones, reserved parking areas, and public parking areas to be used by commercial passengers, employees, and meeters and greeters, including, but not limited to, those areas designated for exclusive use of car rental agencies with an executed Agreement with the City, and off-airport companies with an executed Permit or License to operate at or from the Airport. No parking areas shall be designated in areas on and along drives, roadways, near fire hydrants, or in such other areas on Airport property as deemed necessary by the Airport Director for the safe, efficient and convenient operation of the Airport. All Airport Tenant employees must park in their assigned areas.
- c. The Airport Director remove any vehicle that is illegally parked, disabled or abandoned; that impedes Airport operations or the orderly flow of traffic; or that creates a potential security or safety threat.
- d. The owner or operator of any removed vehicle is liable for payment of towing and storage and other applicable charges and any such vehicle will be released to the owner or operator

thereof only upon proper identification of the person making claim and payment of towing and storage and other applicable charges. Neither the City, nor any of its agents, are liable for damage to any vehicle resulting from the act of removal.

III. Ground Vehicles in the AOA, Movement Area and Safety Areas

- a. Ground Vehicles with required markings and lights are permitted in the Movement Area and Safety Areas only if necessary for Airport operations and only if authorized by the Airport Director.
- b. When the airport traffic control tower is not in operation, operators of Ground Vehicles in the Movement Area and Safety Areas shall carry a radio tuned to the Airport's Universal Communication (UNICOM) or Common Traffic Advisory Frequency (CTAF), and shall make an announcement on the radio before entering runways or taxiways.
- c. No Ground Vehicle shall operate near an Aircraft so as to create a hazard or interfere with the safe operation of the Aircraft.
- d. Ground Vehicles must park in designated areas only.
- e. Ground Vehicles operating on the AOA shall yield, in order, to Aircraft, emergency vehicles and equipment, snow removal vehicles and equipment, and pedestrians.
- f. Ground Vehicles must always yield the right-of-way to Aircraft.
- g. When approaching taxiing Aircraft, Ground Vehicles must maintain a distance of at least one hundred (100) feet from the Aircraft and stay to the rear of the Aircraft.
- h. No Person may operate a Ground Vehicle while on the AOA without a valid driver's license.
- i. Except for authorized emergency vehicles, the maximum allowable speed on the AOA is fifteen (15) miles per hour.
- j. Ground Vehicles traveling to or from aircraft storage hangars must minimize crossing of the AOA.
- k. Use of recreational vehicles of any type (including campers, recreational vehicles, trailers, scooters, motorcycles, side by sides, and ATVs) is prohibited in the AOA. Bicycles may be used for transportation to and from Lease Premises.

SECTION E. -- SECURITY

I. General

- a. All Persons on the Airport must follow the security-related federal laws and regulations applicable to their activities on, and use of, the Airport.
- b. All Persons on the Airport must follow the direction of on-duty federal, state, City, and local law enforcement officers at the Airport, and of TSA officers.
- c. The Airport Director may issue directives and orders to implement the Airport Security Program. The Airport Security Program is considered sensitive security information in accordance with federal law and regulation, and no Person is entitled to demand or obtain a copy due to its sensitive nature. Airport management will advise on issues related to security.
- d. No Person shall enter a restricted area in violation of posted signs without the permission of the Airport Director.

II. Passenger and Baggage Screening

- a. No Person may enter a Sterile Area of the Airport without submitting to the screening of their person and property by the TSA. The foregoing prohibition shall not apply to authorized Airport personnel and on-duty Airline employees and contractors who have appropriate access media to access the Sterile Area in the performance of their duties by a secured door made available for that purpose. No Person that is boarding an Aircraft or off duty shall use the secured door for access into the Sterile Area.
- b. Any Person who enters the passenger screening area within the Terminal is subject to search by the TSA, regardless of whether the Person declares their intent to withdraw from the screening area.
- c. No Person may interfere with the screening of passengers and property by TSA officers.
- d. No passenger shall enter or remain in the Sterile Area having in their possession any item prohibited by the TSA or FAA.

III. Security Identification Display Area (SIDA)

- a. All Persons who are authorized to access the SIDA must meet the requirements and obtain a SIDA badge from the Airport prior to gaining access to the SIDA.
- b. Applicants for a new SIDA badge or the reissuance of a SIDA badge must pay the then current badging fee, any reissuance fee, or lost badge fee, as adopted by the Airport.
- c. Any Person authorized to access the SIDA must prominently display their SIDA badge in a clearly visible manner between the shoulders and the waist at all times while on the SIDA.
- d. It shall be unlawful and grounds for immediate confiscation, suspension, and possible permanent revocation of a SIDA badge for any Person to:
 - 1) Be on the premises of the SIDA without the Person's SIDA badge or authorized Escort
 - 2) Permit any other person to use their SIDA badge
 - 3) Wear another Person's SIDA badge to gain access to or while on the SIDA
 - 4) Alter the SIDA badge
 - 5) Board an Aircraft after having used the secure door in lieu of processing through the checkpoint.
 - 6) Piggyback with another Person who holds an active SIDA badge when the Person piggybacking has their active SIDA badge in their possession.
- e. If a SIDA badge is lost or misplaced, the badge holder must notify the office of the Airport Director immediately and follow all administrative procedures for reissuance of the badge, including a reissuance fee which shall be set by the City.
- f. Persons who have gained authorized access to the SIDA shall ensure that the SIDA access door or gate has completely secured or locked behind them before leaving the immediate vicinity of the door or gate, to ensure that no Person gains unauthorized access through such door or gate.

IV. Tampering

- a. No Person shall tamper, alter, move or otherwise affect any security device, sign, closed-circuit camera, personal identification pad, electromagnetic locking device, or other similar means of access control, perimeter fence gate, or gate tracking device.
- b. No Person may place any object within ten (10) feet of the Airport perimeter fence or at any location that would aid in climbing or obscuring visibility of the fence line.
- c. No Person shall activate any security device or security alarm when no threat to security or emergency condition exists.
- d. No Person shall block or damage doors, gates, or card readers or leave doors or gates open that could permit access to a restricted area by unauthorized Persons.

Subdivision III - MINIMUM STANDARDS

SECTION A. -- GENERAL REQUIREMENTS

I. Introduction to Minimum Standards

- a. The Minimum Standards set forth the conditions that must be satisfied in exchange for the privilege of conducting Aeronautical Activities, e.g., Commercial Aeronautical Activities and Non-Commercial Aeronautical Activities, at the Airport.
- b. No Person shall be permitted to engage in Aeronautical Activities at the Airport without (i) an Agreement with the City establishing terms for conducting either Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity, (ii) demonstrating the ability and intention to satisfy the Rules and Standards throughout the term of the Agreement, and (iii) demonstrating that it has the financial resources to fulfill the obligations of the Agreement.
- c. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.
- d. The Minimum Standards are in addition to Oregon law concerning commercial operations at airports.

II. Persons Subject to the Minimum Standards

- a. The Minimum Standards apply to any Person proposing to conduct Aeronautical Activity for which Minimum Standards are prescribed. Commercial Aeronautical Operators subject to the Minimum Standards include Specialized Aviation Service Operators.
- b. The Minimum Standards, except Section B (Application Requirements), apply to the City, without waiver or variance, in any instance in which the City is conducting a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport.
- c. The Minimum Standards do not apply to: (i) an Air Charter or Air Taxi operator accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft that is not based at the Airport, (ii) a flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting Flight Training in an Aircraft that is not based at the Airport, (iii) an Aircraft manufacturer providing parts and services at the specific request of an Aircraft owner or operator pursuant to a "rapid response", warranty work, or similar program, and (iv) a Flying Club conforming to the requirements of Subdivision I, Section G hereof. Performing one of the foregoing activities is not a Commercial Aeronautical Operator for purposes of the Minimum Standards.
- d. The Minimum Standards do not apply to an air carrier with respect to the conduct of scheduled passenger operations at the Airport; provided that the Minimum Standards shall apply to each Airline Ground Handler regardless of whether the Ground Handler is staffed with Airline employees or is a third-party contractor.
- e. The Minimum Standards do not apply to Non-Commercial Aeronautical Activities, including, for example, and without limitation private hangar storage. Non-Commercial Aeronautical Activities are subject to Subdivision I (Policies and Guidelines) and Subdivision II (Rules and Regulations) and the terms of an Agreement.
- f. The Minimum Standards do not apply to Self-Service and self-fueling by a Tenant, provided that the Aircraft being Self-Serviced or self-fueled is owned by the Tenant or under the Tenant's exclusive care, custody, and operational control of the Tenant. Self-Servicing and

self-fueling are subject to Subdivision II (Rules and Regulations) hereof and the terms of an Agreement.

- g. No Person may conduct a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport that is not expressly addressed in the Minimum Standards without the City's prior written approval. In reviewing a request, the City will consider the nature of the Commercial Aeronautical Activity and Non-Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The City further may request review by the FAA to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Airport. The City may decide, at its sole discretion, to amend the Minimum Standards prior to executing an Agreement authorizing the new Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards. The Airport Director shall consider the following criteria in determining if a Person shall for authorized for Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport:
 - 1) The terms and conditions of any pre-existing commercial operators at the Airport providing comparable services;
 - 2) The impact of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity on public safety and convenience;
 - 3) The amount of available space at the Airport;
 - 4) The customary uses of the Airport;
 - 5) Compatibility of the proposed new Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity with present and planned development at the Airport;
 - 6) Compliance of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity with all federal, state, and local laws and
 - 7) Equitable treatment of Commercial Aeronautical Activity and Non-Commercial Aeronautical Activity providers on the Airport.
- h. If a Commercial Aeronautical Operator conducts multiple Aeronautical Activities under a single Agreement, that Commercial Aeronautical Operator must comply with the Minimum Standards established for each separate activity. If the Minimum Standards for one Commercial Aeronautical Activity are inconsistent with the Minimum Standards for another, then the stricter or higher Minimum Standards apply to all Commercial Aeronautical Activities of that Commercial Aeronautical Operator.
- i. No Person may conduct a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of Oregon, or the City.
- j. Persons conducting Non-Commercial Aeronautical Activities shall be subject to these Minimum Standards. The City may establish a Non-Commercial Aeronautical Activity rates, fees and charges schedule that may vary from the Commercial Aeronautical Activities rates, fees, and charges schedule.

III. Waivers and Variances

- a. The Airport Director may waive all or any portion of the Minimum Standards for the benefit of any government or government agency performing public or emergency services,

including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, firefighting, and military training.

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

IV. Additive Standards and Conflicts

- a. The Minimum Standards are intended to be additive, except where otherwise provided for herein. A SASO may be required to satisfy multiple requirements hereunder to perform multiple Commercial Aeronautical Activities.
- b. In the event of conflicting Minimum Standards related to a Commercial Aeronautical Activity, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard.
- c. The Airport Director may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the requirements for each Commercial Aeronautical Activity, if the Airport Director finds that each of the following conditions is satisfied: (i) the off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users in keeping with the policies hereof; and (ii) the off-set will not create an unfair competitive advantage among Commercial Aeronautical Operators at the Airport. An off-set granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section B(III).
- d. Aircraft manufacturing may involve multiple Commercial Aeronautical Activities. Each Aircraft manufacturer subject to this Subdivision III (Minimum Standards) must comply, at a minimum, with the requirements herein for Aircraft Sales. The conduct of ancillary services, such as warranty work on Aircraft sold by the manufacturer, shall not, standing alone, trigger the obligation to comply with the requirements for Airframe and Power Plant Maintenance or other categories of SASOs.

V. **Non-Tenant Operators**

- a. The City intends for all Commercial Aeronautical Operators to lease space at the Airport in the minimum area prescribed by the Minimum Standards or to have some equivalent financial commitment to the City in lieu of a Lease. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without a similar level of financial investment in the Airport and in their business operation as their competitors. Nevertheless, the City recognizes that there may be limited instances in which a Commercial Aeronautical Activity may be performed by a Person that does not directly lease space at the Airport. Specifically, a Person may be permitted to provide products and services at the Airport upon demonstrating, to the satisfaction of the Airport Director, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service or that in lieu of leasing space and the Person has entered into a Permit and License with the City whereby the Person is paying a comparable pre-determined fee for the right to operate at the Airport. The Airport Director may approve a request from a Person meeting these conditions provided that (i) the Person enters into an Agreement with the Airport identifying the Commercial Aeronautical Activity that may be performed and the rates and charges assessed for the privilege of conducting the Commercial Aeronautical Activity, and (ii) the Person satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity. The Airport Director may allow for exceptions on a limited basis such as aircraft on the ground (AOG). In this event, the Person receiving the benefits of the service bears all liability for the non-tenant operator.

SECTION B. -- APPLICATION

I. **Application**

- a. A Person seeking to conduct a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport must submit a written application to the City in the form prescribed by the Airport Director, or, in the absence of a form, provide the following information and any such additional information as may be requested by the Airport Director:
- 1) **Operations Plan.** A written proposal detailing the nature of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity to be conducted, space and facility requirements, and the proposed location on the Airport, the impact on the roadway, the amount of aircraft parking space required, and hours of operation. This shall include a projected volume by time of day and by day of the week.
 - 2) **Financial Responsibility.** Evidence of the applicant's financial responsibility and ability to meet its financial obligations for operating at the Airport, in such form as determined reasonably necessary by the Airport Director, including, for example and without limitation, a letter from a recognized financial institution, and/or copies of audited financial statements, and/or a current credit report, and/or SEC Form 10-K's, and/or annual reports for the previous three (3) fiscal years.
 - 3) **Personnel.** A listing, with resumes, of key personnel to be assigned to the Airport, along with a description of their duties and responsibilities and hours of operation. The information must also include instructions and response timeframe for after-hours service access, if applicable.
 - 4) **Certifications.** Copies of all licenses, certifications, and permits possessed by the applicant and key personnel that are necessary or required to perform the

proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity.

- 5) **Insurance**. Evidence of insurance, or the specific intent to obtain insurance, consistent with the insurance requirements of the Minimum Standards.
 - 6) **Security Deposit**. The City reserves the right to request a security deposit with the submittal of the application to indicate the good faith intentions of the applicant and/or to off-set any costs incurred by the City in the consideration of the application. The amount will be determined by the Airport Director based on the nature of the application.
 - 7) **Petitions in Bankruptcy**. Identify all bankruptcies relating to the applicant and the applicant's principals for the previous five (5) calendar years from the date of the application.
 - 8) **Violations of FAA Regulations**. Disclose all documented violations by the applicant and/or the applicant's principals of FAA regulations for the previous five (5) years from the date of application.
 - 9) **Notices of Default**. Disclose all default notices and corrective actions relating to the applicant or associated companies for the previous five (5) years from the date of the application.
- b. Requirements to provide documentary evidence of financial responsibility, petitions in bankruptcy, information on violations of FAA regulations, and previous notices of default include the requirement to provide such materials and information pertaining to the Person, its principals, and any other Person of whom the principals of the Person are or were principals or managers.
 - c. If an Entity is formed for the sole purpose of conducting a Commercial Aeronautical Activity at the Airport, the Airport Director may request financial information or financial guarantees of the principals of the Entity.

II. Action on Application

- a. Upon receipt of an application, or a statement of interest, and the required security deposit, or on its own initiative, the City may issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation in which case the applicant is qualified to respond with a proposal to the public solicitation.
- b. The Airport Director may deny an application upon finding any of the following:
 - 1) The Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein.
 - 2) The City has determined, upon examination of the applicant's business plan, financial plan, and information submitted to establish financial responsibility, that the applicant is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the term of an Agreement, including the payment of the required rates, fees, and charges.
 - 3) The applicant has supplied the City, or any other Person, with false or misleading information or has failed to make full disclosure in their application or supporting documents.

- 4) The applicant has not provided the required security deposit as identified by the Airport Director.
- 5) There is no suitable space on the Airport as identified in the airport layout plan to accommodate the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity without requiring the reduction in space leased to another Person, or that the airport layout plan must be amended prior to making a determination.
- 6) The FAA has determined that any proposed development or the related activity would constitute an obstruction or hazard to air navigation.
- 7) The proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity would require the City to spend funds or to supply resources that the City is unwilling to spend or supply.
- 8) The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, was party to an Agreement with the City that was terminated for cause and/or the applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, previously defaulted by the City.
- 9) The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity, of which a principal of the applicant was previously a principal has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport.
- 10) The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, has been debarred or evicted from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity; provided, however, that the City, nevertheless, may approve the application upon examination of the facts and circumstances surrounding the debarment or eviction.
- 11) The Airport Director's denial of an application hereunder may be appealed as provided in Subsection I, Section C(II) (Administrative Appeal).

III. Notification of Changes

- a. Commercial Aeronautical Operators must provide the City with any information reflecting a material change in the information submitted in an application following the commencement of an Agreement. This information includes, for example, and without limitation: (i) a change in ownership of the Entity, (ii) the filing of a petition in bankruptcy, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of Airport Issued identification media, and (v) any federal fines imposed on the operator.
- b. Commercial Aeronautical Operators must submit to the Airport Director new, updated or amended FAA certificates and ratings applicable to the operator, its employees or contractors, and any revocation of any certificate or ratings, or any other penalties by FAA against the certificate holder, promptly upon the operator's receipt of same.

SECTION C. -- PERFORMANCE STANDARDS

I. Performance Standards

- a. Commercial Aeronautical Operators are to provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, reliable, and professional service at a competitive price.
- b. Commercial Aeronautical Operators are to employ the necessary number of trained staff, on-duty management, and supervisors to provide for the efficient, safe, timely, and orderly operation of its business.
- c. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or harass any Airport customers, Tenants, visitors, or other operators in accordance with the respectful workplace policy adopted by the City.
- d. All personnel employed by a Commercial Aeronautical Operator to perform duties on the Airport are required to be appropriately dressed and identifiable while on duty and to wear Airport issued identification media conspicuously visible between the waist and shoulders, as may be required by regulation or directive of the Airport. The business name shall be included in the means of identification on each person whose job responsibilities include regular interaction with Airport customers.
- e. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- f. Commercial Aeronautical Operators shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.
- g. Commercial Aeronautical Operators may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
- h. Commercial Aeronautical Operators must submit a schedule of pricing to the City as requested. In addition to identifying the pricing for the Commercial Aeronautical Operator's products, services, and facilities, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Commercial Aeronautical Operator.
- i. A Commercial Aeronautical Operator must post its schedule of pricing in a prominent place readily accessible and/or visible to the general public.

II. Compliance with Federal, State and Local Requirements

- a. Commercial Aeronautical Operators must comply with all federal, state, and local requirements applicable to their operations.
- b. Commercial Aeronautical Operators must conduct all activities so as to allow the City to remain in compliance with all federal, state, and local statutes, ordinances, regulations, orders, policies, and Airport Grant Assurances applicable to the City in the operation, maintenance, and development of the Airport.
- c. Commercial Aeronautical Operators must comply with the rules imposed by the City applicable to conduct on the Airport, including without limitation Subdivision I and Subdivision II of the Rules and Standards.
- d. Without limitation of the foregoing, Commercial Aeronautical Operators must comply with the following requirements:

- 1) **Security**. Commercial Aeronautical Operators must comply with the laws, regulations, orders, and directives of TSA, as each may be amended; instructions of law enforcement personnel; and the policies, orders, and directives of the City in furtherance of the Airport Security Program.
- 2) **Safety**. Commercial Aeronautical Operators must comply with federal, state, and local law applicable to workplace and aviation safety; and the orders and directives of the Airport Director in furtherance of a safety management system or similar or related program at the Airport designed and intended to enhance safety.
- 3) **Environmental**. Commercial Aeronautical Operators must comply with all applicable federal, state, and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; City environmental policies and procedures, including, for example, and without limitation, the SPCC Plan, SWMP and spill response plan; and generally accepted industry environmental policies and standards.

III. Signage

- a. Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator's identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned. All signage is subject to the prior written approval of the Airport Director.
- b. Identification shall be legible on a contrasting background and shall be visibly displayed.
- c. All Commercial Aeronautical Operator identification shall be professionally designed and affixed to vehicles at all times while on the Airport.

IV. Vehicles and Equipment

- a. The specific equipment requirements contained in the Minimum Standards will be deemed satisfied if the Commercial Aeronautical Operator owns, leases, or otherwise has dependable and consistent access to the equipment to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on Aircraft at the Airport.
- b. Equipment must be maintained in safe operating condition and good appearance. All maintenance must be performed in areas that have the proper containment requirements depending on the nature of the maintenance. Open storage of broken equipment not in the process of actively being repaired is prohibited unless approved by the Airport Director.
- c. All vehicles operating at the Airport must comply with applicable Rules and Standards Subdivision II governing vehicles and traffic and have required authorization, including authorization to operate in the Movement Area and Safety Areas.

V. Subcontracting, Subleasing and Assignment

- a. An Agreement may allow a Commercial Aeronautical Operator to sublease or subcontract to another Person to conduct a Commercial Aeronautical Activity. In such event, the sublessee, subcontractor, sublicensee, or sub-permittee shall be responsible for complying with all applicable Minimum Standards and the Rules and Standards; provided, however, that the Commercial Aeronautical Operator remains liable to the City for compliance with the Minimum Standards and the terms of an Agreement for all sublessees, subcontractors, sublicenses, and sub-permittees. All subleases, subcontractor agreements, sublicenses, or sub-permittee agreements must include a provision that the agreement must comply

with the applicable Minimum Standards and Rules and Standards, as may be amended from time to time.

- b. Each Agreement shall require the City's prior approval for any assignment. Prior to granting approval, the City may require the prospective assignee to complete an application or submit the information prescribed in Section B(I) hereof. The City may reject the request to assign the Agreement based on the factors enumerated in Section B(II) hereof.
- c. No Person shall conduct a Commercial Aeronautical Activity as a lessee or sublessee on Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private non-commercial use.

SECTION D. -- FIXED BASE OPERATOR

I. General Requirements

- a. A Fixed Based Operator must engage in and furnish a full range of aeronautical products, services, and facilities to the public, which shall include, an minimum, the following: aircraft fueling, to include Jet Fuel, AVGAS, aircraft propellants, and aircraft lubricants; aircraft line services; customer services, aviation charts and pilot supplies; crew lounge, passenger lounge, concession area, and crew cars to be used by visiting customers and pilots; aircraft de-icing and anti-icing; sanitary systems service; and hangar storage and A&P maintenance services and space.
- b. An FBO must have in effect an Agreement with the City at all times during which FBO services are conducted on the Airport, which Agreement shall provide for the lease of space in accordance with the Minimum Standards, prescribe the specific Commercial Aeronautical Activities that may be provided by the FBO, and contain other such terms as may be included in the City's standard form Agreement or an Agreement prepared for the specific FBO.
- c. Only Fuelers shall engage in Commercial Fueling.
- d. FBOs may subcontract, sublease, or use third-party contractors approved by the Airport Director to provide any of the required FBO services, or optional services, with the exception of aircraft fueling and aircraft line services, which services must be provided directly by the FBO and its personnel. Subcontractors, sublessees, and third-party operators must meet all Minimum Standards applicable to any such services they provide. All subcontractors, sublessees, and third-party operators must be Approved by the Airport Director prior to the FBO entering into any binding contracts with such subcontractors, sublessees, and third-party operators.

II. Minimum Standards

- a. Aircraft Design Group Serviceability. Each FBO shall provide or have under an approved contract the personnel, equipment, and facilities required to service all types of aircraft normally operating at the Airport.
- b. Minimum Leased Space.
 - 1) FBO Developed 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.

- 2) FBO Developed 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.
 - 3) FBO Developed 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 ten (10) paved parking spaces on the property.
 - 4) FBO Developed Aircraft Maintenance and Storage- The FBO shall lease or construct, on the FBO's Lease Premises, a maintenance shop and storage hangar adequate to support the size and quantity of Aircraft currently/or anticipated to be stored or serviced by the FBO.
 - 5) 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, Airport Layout Plan, and/or Land Use Plan and approved by the Airport. In no event shall the total storage capacity of the fuel storage facility be less than:
 - (i) 10,000 gallons for Jet Fuel storage
 - (ii) 10,000 gallons for AVGAS storage
 - 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. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same;
 - 7) FBO shall also demonstrate capability of expanding its fuel storage facility and/or capacity within a reasonable period of time.
 - 8) Hours of Operation. During air traffic control tower hours, which includes, at a minimum, from 0600 until 2330 Sunday through Saturday. FBO shall provide the Airport Director with a point-of-contact listing phone numbers for personnel authorized to make decisions during emergency conditions.
 - 9) Personnel Qualifications. All FBO aircraft fuel handling personnel shall be fully trained in the safe and proper handling dispensing, and storage of aircraft fuel. Acceptable training shall be NATA Safety 1st or an equivalent training program. The City shall conduct spill training in accordance with the applicable SPCC Plan. Records identifying completed training programs shall be kept on file and submitted to the Airport Director upon demand. All FBO personnel assigned to move aircraft must have training in the proper movement of aircraft types typically operated at the Airport. Aircraft mechanics must be trained and certified to service all aircraft that typically access the Airport.
- c. Insurance Requirements. Each FBO shall maintain the types and amounts of insurance required by the City. Upon any revision of such requirements by the City, the FBO must procure any insurance coverage necessary to meet the revised standards within ten (10) calendar days and provide evidence of such insurance coverage to the Airport Director within that timeframe.
- d. Required FBO Services. Each FBO shall be required to provide, at a minimum, the following services at the Airport:
- 1) Fuel sales and line services.

- (i) Properly trained line personnel available twenty-four (24) hours of every calendar day, seven (7) days a week.
- (ii) Sale of aviation fuels, oils and lubricants customarily sold to all classes of aviation including into-plane fuel service for commercial size aircraft, by uniformed employees of the FBO whose duties will not prevent them from providing such sales and services on an immediate basis.
- (iii) Marshalling aircraft on ground to and from aircraft parking on FBO's Lease Premises.
- (iv) FBO shall have, at a minimum, two Jet Fuel Refueling Vehicles with one having a capacity of at least 7,000 gallons and the other having a capacity of at least 5,000 gallons.
- (v) FBO shall have two AVGAS Refueling Vehicles having a capacity of at least 1,000 gallons per vehicle. A fixed AVGAS Self-Service Fueling system can be substituted for one AVGAS refueling vehicle. If so, the system shall: (a) be constructed or installed in a location specified and approved by the City (b) include a minimum capacity of 2,000 gallons, (c) be available and maintained by FBO for public commercial use including meters and payment systems, (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. 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 City.
- (vi) 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.
- (vii) 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 the State of Oregon, the City of Eugene, NFPA Codes, 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials", and 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".
- (viii) Access with reasonable notice, to adequate towing equipment, tow bars, and other aircraft movement equipment to safely and efficiently move and/or store aircraft in an emergency or as may be required by the FAA.
- (ix) Adequate inventory of generally accepted grades of aviation engine oil and lubricants.
- (x) Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, oxygen and nitrogen service, ground power (GPU), washing aircraft and aircraft windows and windshields, and for recharging or energizing discharged aircraft batteries and starters.

- (xi) FBOs shall pay such charges or taxes as may be imposed by the City and/or an authorized taxing authority on the gallons of all fuels delivered. Fuel delivery records shall be available for review by the City or its authorized agent.
 - 2) Customer services, aviation charts, pilot supplies, etc. Customer services shall include catering arrangements, hotel reservations, arranging for ground transportation, and reasonable courtesy ground transportation.
 - 3) Flight Service Station telephone and computerized weather service.
 - 4) Crew lounge, passenger lounge, and concession area. Lounge or waiting rooms shall be heated and air conditioned with appropriate furnishings for passengers and airplane crews of itinerant aircraft, a “quiet” pilot rest area must be provided with a minimum of two reclining chairs, sanitary restrooms for men and women, a snack and non-alcoholic beverage service must be available to the public, and sufficient paved and striped vehicle parking positions adjacent to the arrivals/departures building in accordance with the lease must be available for employees and customers.
 - 5) Aircraft deicing and anti-icing service. FBOs shall conform to the Minimum Standards prescribed in Subsection III, Section E(XII) for Airline Ground Handlers in the performance of aircraft deicing and anti-icing service.
 - 6) Sanitary systems service. Service shall include aircraft lavatory and potable water.
 - 7) Hangar Storage/Maintenance Space. FBOs shall satisfy the minimum leased space requirements prescribed herein and, in addition to providing adequate space to support based Aircraft, shall maintain sufficient space to accommodate reasonable demand for transient aircraft storage.
 - 8) Aircraft and Power Plant Mechanic Services (A&P). FBO must provide A&P mechanic services for all Aircraft normally serving the Airport during normal working hours within thirty (30) minutes of a request and within one (1) hour after hours. Services may be provided through employees of the FBO, subcontractors, or sublessees of the FBO. Provide Aircraft Maintenance (as defined in 14 CFR Part 43) for Group I and Group II Piston, Turboprop, and Turbojet, including Turbofan Aircraft as well as Group III Turbojet Aircraft.
 - 9) Crew Cars. Provide crew cars and courtesy transportation for passengers, crew, and baggage, as necessary and appropriate.
- e. Optional FBO Services.
- 1) Each FBO may provide Commercial Aeronautical Activities at the Airport in addition to the required FBO services, with the prior written consent of the Airport.
 - 2) Optional FBO services may include Commercial Self-Service Fueling and any of the Commercial Aeronautical Activities that may be conducted by Specialized Aeronautical Service Operators (SASOs) in Section E hereof.
 - 3) An FBO providing optional FBO services through a sublessee or subcontractor shall submit to the Airport Director a copy of the executed sublease or subcontract, which must be approved in writing by the City and must comply with the standards set forth in this section, in addition to all other applicable Minimum Standards.
 - 4) FBOs must satisfy the Minimum Standards for each Commercial Aeronautical Activity, as provided in Section E hereof, and specifically must demonstrate to the

Airport Director's satisfaction that sufficient space is available within the FBO's Lease Premises to provide high quality products and services to the FBO's customers.

5) Commercial Self-Service Fueling.

- (i) Fuelers may provide Commercial Self-Service Fueling equipment in addition to the required aircraft fuel equipment, with the Approval of the Airport Director. Commercial Self-Service Fueling equipment will be located at the Airport's designated self-fuel apron and must comply with all applicable federal, state, local laws, rules and regulations. Fuelers may provide retail Commercial Self-service Fueling at the Airport only if the Fuelers also provide attended fueling at the Airport.
- (ii) Fuelers shall provide an AVGAS tank with a five hundred (500) gallon minimum capacity and associated pumps, metering equipment, credit card acceptance device and other equipment as may be necessary for this level of service. The tank shall be an above ground, fire rated, heavy duty industrial strength and concrete coated tank with pumping equipment which shall meet all local fire codes and the requirements and/or regulations of the State of Oregon Department of Environmental Quality, Environmental Protection Agency, OSHA, NFPA and any other local, state, or national governmental agencies having jurisdiction.
- (iii) The Commercial Self-Service Fueling facility shall be available for use twenty-four (24) hours a day, seven (7) days a week.
- (iv) Authorized Fuelers shall have trained personnel inspect the fuel system equipment daily. Trained personnel shall be available during normal hours of operation to provide assistance as required. All repairs to the fuel system equipment shall be made on a timely basis.

SECTION E. -- MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS

I. General Requirements

- a. Compliance. SASOs must comply with the performance standards set forth in Section C and the applicable Minimum Standards as set forth in this section.
- b. Retail Fuel Sales Prohibited. SASOs are not permitted to engage in Commercial Fueling.
- c. Leased Space Requirements. SASOs, except SASOs engaged in Airline Ground Handling, shall lease or sublease adequate space for buildings and support facilities for all services provided; paved Ground Vehicle parking; paved Aircraft apron; paved pedestrian walkways; and all storage facilities. The facilities shall be sufficient to meet reasonably anticipated demand for products, services, and facilities associated with authorized Commercial Aeronautical Activities. The location, size and configuration of space to conduct Commercial Aeronautical Activities shall be established in an Agreement and shall take into consideration the operations plan and other application information submitted in accordance with Section B(I) of this Subdivision III and the facilities lease or subleased to similarly-situated Commercial Aeronautical Operators at the Airport, if any. SASOs engaged in Airline Ground Handling shall secure access to the facilities identified in subsection XI of this Section E.
- d. Responsible Personnel. Each SASO shall provide the Airport Director with a point-of-contact including phone numbers and an e-mail address for personnel empowered to make decisions for normal and emergency situations.

- e. Insurance Requirements. Each SASO must maintain the types and amounts of insurance required by the City. Upon any change of such requirements by the City, the SASO shall procure any insurance coverage necessary to meet the revised standards within ten (10) calendar days, and shall provide evidence of such insurance coverage to the Airport Director within that timeframe.

II. Flight Training

SASOs engaging in Flight Training must:

- a. Maintain such certifications as may be required by the FAA and/or the State of Oregon, including without limitation certification as may be required under 14 C.F.R. Part 141. Upon request, provide evidence of FAA certificates and insurance as required under these Rules & Standards.
- b. Provide ground-based instruction on the Airport. Sufficient space must be provided on the Airport for classroom training.
- c. Not operate from a tie-down.
- d. Employ, subcontract, or sublease with and have on duty one individual that is an FAA-certified flight instructor.
- e. Own, subcontract for, or lease one or more dual-equipped, single-engine airworthy Aircraft. Aircraft may be fixed or rotary wing.
- f. Include adequate mock-ups, pictures, digital media, DVDs, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the Flight Training offered.
- g. Hours of operation shall reflect student needs and Aircraft availability. Premises may be closed during Flight Training if insufficient personnel are available during that time.
- h. Not be a Flying Club. Flying Clubs shall not be authorized to conduct Flight Training as a Commercial Aeronautical Activity. A SASO authorized to conduct Flight Training may train a member of a Flying Club for compensation.
- i. Satisfy all safety and security requirements imposed on flight schools by the FAA and/or TSA, including, and without limitation, the TSA Alien Flight Student Program or successor program developed in accordance with 49 U.S.C. Section 44939.

III. Airframe and Power Plant Maintenance

SASOs engaging in Aircraft Airframe and Power Plant Maintenance must:

- a. Employ, subcontract, or sublease with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, a minimum of one (1) certified mechanic trained on Aircraft that normally utilize the Airport. The mechanic on-duty must be FAA-certified technicians who possess airframe, power plant, or Aircraft inspector rating as required in 14 C.F.R. Part 65, or the maintenance facility must be certified under 14 C.F.R. Part 145.
- b. Ensure a mechanic is available on-call twenty-four (24) hours a day, seven (7) days each week for emergency purposes only. On call mechanics must be able to respond within sixty (60) minutes of a call. If more than one maintenance facility is located on the Airport, the on-call responsibility may be rotated on a mutually agreeable schedule; a written rotational on-call program is not effective until it has been approved in writing by the Airport Director.

- c. Provide equipment, supplies and parts required for routine Aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions for the type of Aircraft that normally utilize the Airport.

IV. Avionics or Instrument Maintenance Operator

An Avionics or Instrument Maintenance Operator must:

- a. Provide 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)
- b. Have adequate facilities to accommodate all Aeronautical Activities of operator and all approved Sublessees, but not less than the following:
 - 1) Facilities shall include customer/administrative, shop, and hangar areas.
 - 2) 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.
 - 3) Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 4) If operator is performing services that require a Hangar, facilities shall include hangar area and accommodate the largest aircraft being serviced.
- c. Have access to the vehicles, equipment, supplies and availability of parts required to meet all regulatory measures and properly service customer Aircraft.
- d. Be properly certified by the FAA as a Repair Station, as defined by 14 CFR Part 145.
- e. Ensure that personnel are properly certificated by the FAA and the Federal Communications Commission and hold the appropriate ratings for the work being performed.
- f. 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.
- g. Employ or contract with one (1) technician and employ one (1) customer service representative who shall be available during required hours of activity.
- h. Make available to provide service at the Airport within one (1) hour of being called, at least one (1) trained and FAA certified airframe technician and one administrative or customer service personnel.
- i. Keep premises open and services available eight (8) hours per day, five days a week. The eight hours of operation shall be between 6:00 a.m. and 8:00 p.m. local time Monday through Friday.
- j. Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service or install.

V. Air Charter, Air Taxi or Aircraft Management Operations

SASOs engaging in Air Charter, Air Taxi or Aircraft Management operations must:

- a. If flight crew services are provided, employ or subcontract with and have on duty at least one (1) person who holds a current FAA commercial pilot certificates and current Class I or II medical certificate. In addition, all flight personnel shall be properly rated for the Aircraft operated. If flight dispatch services are provided, the SASO shall have dispatch capability within four (4) hours of a customer request and shall employ or subcontract with at least one (1) individual with experience and ability to provide charter quotes, schedule and dispatch support and customer service. A SASO may be required, in an Agreement, to provide additional personnel as necessary to meet reasonably anticipated customer demand.
- b. Own, subcontract, lease, or manage at least one certified and continuously airworthy instrument qualified Aircraft.
- c. If air charter and/or air taxi services are provided, have and display in public view, a current 14 C.F.R. Part 135 certificate or provisional 14 C.F.R. Part 135 certificate and the Aircraft identification page from the operating specifications manual of each Aircraft listed on the certificate.
- d. If rotorcraft operations are conducted, have and display in public view, if applicable, a current copy of 14 C.F.R. Part 133 for rotorcraft operations detailing the external-loading requirements.
- e. If Aircraft Management services are provided, conduct Aircraft Management activities in accordance with 14 C.F.R. Part 91.
- f. If air charter and/or air taxi services are provided, provide qualified operating crew and a satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and obtaining ground transportation.

VI. Aircraft Rental

SASOs engaging in Aircraft Rental must:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least two (2) personnel having a current commercial pilot certificate with appropriate ratings, including instructor rating, for the Aircraft utilized.
- b. Keep premises open and services available a minimum of eight (8) hours per day. The eight hours of operation shall be between 6:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on an alternate schedule as agreed to in writing by the Airport Director.
- c. Have available for rental, a minimum of two (2) certified and airworthy Aircraft that are owned, subcontracted, or leased and under preferential control of the SASO.

VII. Aircraft Storage Hangars

SASOs engaging in the business of renting and leasing hangar storage space to Aircraft owners or operators solely for aircraft storage purposes must:

- a. Require all tenants who lease space to subtenants to have an executed agreement with the SASO prior to occupancy, the form of which provides the required insurance, inspection rights, and indemnification protection as required for the SASO for the Airport. A copy of the standard sublease form must be Approved by the Airport Director prior to

commencement of leasing activities. The SASO must provide a listing and copies of all executed leases or subleases for all aircraft stored within the SASOs hangar facilities to the Airport Director upon request. Pricing information may be redacted.

- b. Keep premises open and services available to meet the needs of the hangar tenants and subtenants.
- c. Ensure that hangar tenants and subtenants perform no maintenance within the hangar other than preventive maintenance on their own Aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. Part 43 or certified mechanics authorized to perform services at the Airport through an Agreement and in compliance with all environmental requirements. Mechanic services performed by Through-The-Fence Operators on the Airport are prohibited.
- d. Refrain from and require all tenants who lease space to refrain from the piling and storage of crates, boxes, barrels, containers, refuse, and surplus property other than the period required for immediate disposal.
- e. Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection, be emptied by a certified disposal company at regular intervals, and be in compliance with all regulatory requirements, as currently in effect or as they may hereafter be amended from time to time.
- f. Have sufficient trained personnel on duty at all times to safely meet customer needs.

VIII. Aircraft Sales

SASOs engaging in Aircraft Sales must:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) qualified aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate Aircraft type ratings.
- b. Keep premises open and services available to meet demand.
- c. Maintain current specifications, price lists, parts catalogs, and service manuals for the types and models of Aircraft sold.

IX. Aircraft Restoration and Refurbishing

SASOs engaging in Aircraft Restoration and Refurbishing must:

- a. Maintain facilities that comply with appropriate federal, state, and local regulatory measures regarding hazardous material handling and storage.
- b. Maintain all appropriate federal, state, and local operating permits, manuals, and plans required for work being performed.
- c. Employ, subcontract, or sublease with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) qualified personnel that have current required certificate, licenses, and ratings for the work being performed.
- d. Keep premises open and services available to meet demand.

X. Specialized Flying Services

SASOs engaging in Specialized Flying Services must:

- a. Employ or subcontract with and have on duty sufficient personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the SASO's Aircraft.
- b. Have services available within four (4) hours of request Monday through Friday and available weekends and holidays as required.
- c. Own, sublease, or lease at least one (1) airworthy Aircraft.

XI. Airline Ground Handling

SASOs engaged in Airline Ground Handling must: comply with all federal, state and local regulations regarding Airline Ground Handling; provide under an Agreement with the City executed for the following permitted services; and comply with all remaining requirements of this subsection. In no event shall Airline Ground Handlers be permitted to sell or dispense fuel at the Airport.

- a. Required Services: SASOs must provide the following services:
 - 1) Ramp services, including Aircraft start-up, moving/towing aircraft, ground power supply, deicing/anti-icing, cooling/heating with portable units, toilet servicing, potable water, demineralized water, routine maintenance, and cleaning of cockpit windows, wings, nacelles, cabin windows and Aircraft interiors.
 - 2) Airline services, including catering, minor servicing of cabin, external ramp equipment, passenger steps, catering loaders, baggage handlers, cargo loaders, mail and equipment loading.
 - 3) In-terminal services, including ticketing, processing, loading, and unloading of passengers, baggage, cargo, property, express packages and mail.
- b. Agreements
 - 1) Ground handling services must be provided in accordance with a written operating agreement with an air carrier, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.
 - 2) Airline Ground Handlers must have a written agreement with the City, which will include a terminal use agreement for SASOs conducting in-terminal services utilizing space leased to the Signatory Airline(s) and an operating agreement for SASOs conducting ramp services.
 - 3) Airline Ground Handlers must have written authorization to use adequate land to permit the parking of vehicles and associated ground equipment and the storage of materials used in providing ground handling services. Airline Ground Handlers providing deicing and anti-icing services shall secure access to sufficient quantities of water in designated areas to allow deicing fluid and water to be added to deicing equipment.
 - 4) Airline Ground Handlers must maintain an office at the Airport suitably located and adequate to conduct its business. The office may be in the leased space of the Signatory Airline(s).

- c. Minimum Standards
- 1) Airline Ground Handlers must provide ground handling services in accordance with FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as the same may be amended or superseded.
 - 2) Deicing/anti-icing services must occur only in designated areas, using only FAA-approved fluids, and in accordance with each air carrier's FAA-approved, ground deicing/anti-icing program, prepared in accordance with Advisory Circular 120-60B, *Ground Deicing and Anti-Icing Program*, as the same may be amended or superseded.
 - 3) Airline Ground Handlers must provide sufficient numbers of staff who are qualified and fully trained to perform the respective functions on a timely basis, including a qualified and responsible management representative on site during operations and readily available during times when active flights are not taking place, responsible for the conduct of day-to-day operations and the handling of each flight.
 - 4) Airline Ground Handlers must have access to adequate equipment in good operating condition for providing contracted for services.
- d. Standard Operating Procedures (SOP): Airline Ground Handlers must develop, maintain and conduct its operations in conformance with written Standard Operating Procedures which shall be submitted to and Approved by the Airport Director prior to the Airline Ground Handler conducting any airline ground handling services at the Airport. The SOP shall address at least the following subjects: training, record keeping, ramp safety, emergency response procedures, and the proper application of deicing fluids, if applicable.

XII. Ground Support Equipment Maintenance

Persons engaged in Ground Support Equipment Maintenance must employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, a minimum of one (1) mechanic. The personnel on duty must be adequately trained and experienced to provide these services. Premises must be kept open to meet demand and services to maintain Ground Support Equipment shall include, without limitation, providing equipment supplies, and parts required for routine vehicle and equipment maintenance functions including adequate facilities and equipment to safely remove and replace all of the fuel and other hazardous substances from the largest capacity vehicle or piece of equipment being serviced. Ground support equipment includes vehicles which may or may not be authorized to operate on public highways in accordance with Oregon law. Vehicles and equipment without such authorization shall remain on Airport property or shall be lawfully transported on public highways.

APPENDIX 1 MINIMUM INSURANCE REQUIREMENTS

I. General Requirements

- a. All Persons conducting Aeronautical Activities at the Airport pursuant to an Agreement must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport. Persons required to maintain insurance include, without limitation, Commercial Aeronautical Operators, including FBOs and SASOs; Flying Clubs; conducting self-fueling in accordance with an Agreement, and all subcontractors and subtenants.
- b. The Airport Director will establish minimum insurance types and coverage limits for certain Persons conducting Aeronautical Activities at the Airport, provided however that the precise insurance types and limits required by the City will be established in an Agreement and may differ from or exceed such minimum requirements based upon the circumstances and the risks presented by the proposed Aeronautical Activity.
- c. In establishing insurance coverage types and limits, the City is not representing or guaranteeing that the types and limits are adequate to protect any Person's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in an Agreement shall in no way limit the liability of a Person.
- d. The City may review insurance requirements during the term of an Agreement and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Airport Director, e.g. based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Person.
- e. Each Person required to maintain insurance by operation of these Rules and Standards or an Agreement will provide a Certificate of Insurance listing the City as an additional insured. This obligation will not apply to any workers' compensation policy.
- f. Each Person must maintain the required insurance throughout the term of the Agreement.
- g. Each insurance policy, except workers' compensation, must cover both bodily injury and property damage.
- h. Each policy must be primary and non-contributory.
- i. Each policy, except a workers' compensation policy, must insure the defense and indemnity obligations assumed by the Person under the Agreement.
- j. It is the Person's responsibility to pay any retention or deductible for the coverages required herein and in an Agreement.
- k. Insurance must be secured by a company authorized to conduct business in the State of Oregon.
- l. Insurance policies must include a requirement that a 30-calendar day notice of cancellation, material change or non-renewal will be sent to the Airport Director.
- m. In requiring Persons to maintain insurance hereunder, the City will not in any way assume liability for injury and damage occurring on or in connection with the Airport, and the City may claim any defense or immunity available under law, including but not limited to the maximum monetary limits on liability established by Oregon law.

NOTICE OF OPPORTUNITY TO COMMENT ON PROPOSED AMENDMENT OF AIRPORT RULES AND THE AIRPORT MINIMUM STANDARDS' PROVISIONS.

NOTICE IS HEREBY GIVEN that pursuant to the authority contained in Sections 2.019 and 2.430 of the Eugene Code, 1971, the Eugene City Manager is proposing to amend the Rules and Regulations of the City of Eugene Airport (Mahlon Sweet Field) and the Airport Minimum Standards' Provisions in order to assure that they meet FAA Rules and Regulations and Industry Standards. The documents will also be combined into one Rule so there is consistency between the two sets of provisions.

The proposed Rule amendment may be reviewed at the office of the Airport Director, 28855 Lockheed Drive, Eugene, Oregon, 97402, during normal business hours, or on the City of Eugene's website at <https://www.eugene-or.gov/520/Administrative-Order>.

Comments on the proposed Rule amendment may be submitted in writing to the Airport Director, 28855 Lockheed Drive, Eugene, Oregon, 97402, or via e-mail to pwairport@ci.eugene.or.us. To be considered, written and e-mail comments must be received within 15 days of the first date of publication as indicated below. If the City Manager chooses to take action after considering the comments received, the proposed or modified Rule will be adopted by administrative order.

Sarah Medary, City Manager

Dates of Publication: November 6, 7, 8, 9, 10, 2022.