



Redmond Municipal Airport-Roberts Field
 2522 SE JESSE BUTLER CIRCLE, #17
 REDMOND, OR 97756
 541.504.3499
 FAX: 541.548.0591
 www.flyrdm.com

AIRPORT COMMISSION

Thursday, May 1, 2014

5:30 PM

Redmond Fire & Rescue · 341 NW Dogwood

COMMISSION MEMBERS

Rob Berg
Member

Kelly Coffelt
Member

Carolyn Eagan
Member

David Foote
Member

Marc Henegar
Member

Kenny Larkin
Member

Tim Moor
Member

Michael Newell
Member

Eric Sande
Member

Jay Patrick
Council Liaison

George Endicott
Alternate Council
Liaison

MEETING AGENDA

I. CALL TO ORDER

II. ANNOUNCEMENTS

III. COMMENTS FROM CITIZENS

IV. APPROVAL OF MINUTES

1) Meeting Minutes – April 10, 2014

Exhibit 1

V. CONSENT AGENDA

VI. TOPIC

1) Review Draft Lease Policy – Bob Noble

Exhibit 2

2) Review Draft Airport Rules and Regulations – Bob Noble

Exhibit 3

VII. OTHER TOPICS

VIII. COMMISSIONER COMMENTS

IX. ADJOURN

Anyone needing accommodation to participate in the meeting must notify Mike Viegas, ADA Coordinator, at least 48 hours in advance of the meeting at 541-504-3032, or through the Telecommunications Relay Service (TRS) which enables people who have difficulty hearing or speaking in the telephone to communicate to standard voice telephone users. If anyone needs Telecommunications Device for the Deaf (TDD) or Speech To Speech (STS) assistance, please use one of the following TRS numbers: 1-800-735-2900 (voice or text), 1-877-735-7525 (STS English) or 1-800-735-3896 (STS Spanish). The City does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, its programs or activities.



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REDMOND AIRPORT COMMISSION MINUTES

Thursday, April 10, 2014

Airport Event Conference Room, 2522 SE Jesse Butler Circle, Suite 17, Redmond, Oregon

Commissioners Present: Chair Mike Newell, Vice-Chair Marc Henegar, Rob Berg, Kelly Coffelt, David Foote, Kenny Larkin, Eric Sande (absent: *Carolyn Eagan, Tim Moor*)

City Staff: George Endicott, *Mayor*; Jay Patrick, *Council Liaison*; Keith Witcosky, *City Manager*; Robert Noble, *Interim Airport Director*; Nettice Honn; Donelle Snider; Cameron Prow, *TYPE-Write II*

Visitors: Joe Roshak, *Century West Engineering*; Don Lee, Stan Clark

(scribe CP's note: The minutes were created from an audio recording and notes taken at the meeting. The three digits after the motion title show the number of Commissioners voting in favor/against/abstaining.)

I. CALL TO ORDER

Chair Newell called the meeting to order at 5:34 p.m. Ms. Prow conducted roll call and confirmed that a quorum did not exist with four of nine Commissioners present. Vice-Chair Henegar arrived at 5:36 p.m., establishing a quorum. Commissioner Coffelt arrived at 5:39 p.m. and Commissioner Berg at 5:45 p.m.

II. ANNOUNCEMENTS (None)

III. COMMENTS FROM CITIZENS (None)

IV. CONSENT AGENDA

Motion 1 (5/0/0): Commissioner Sande moved to accept the Consent Agenda (minutes of January 9 and March 13, 2014), subject to correcting the spelling of Commissioner Henegar's first name from "Mark" to "Marc" on the January 9, 2014, minutes. Commissioner Larkin seconded the motion which passed unanimously.

V. TOPIC

A. Review Draft Lease Policy

Mr. Noble presented the March 28, 2014, draft policy to govern agreements involving use or disposition of Airport property for aeronautical activities and a table outlining new lease terms, value, and how to facilitate reversion and sales of nonexclusive leases. He summarized work by the subcommittee to set forth a standardized system/process for leasing property and constructing improvements at the Airport. Feedback will be invited from Commissioners, Airport users/stakeholders, and the public at a City Council hearing.

Commissioners asked questions to clarify their understanding of the draft policy. Additional concerns covered the motivation for tenants to reinvest, timeline for transition of existing leases to new ones, honoring existing leases, lease policy upgrades at other Central Oregon airports, and the impact of a new lease vs. reassignment on rental rates.

Mr. Clark expressed concern about rental rates of new leases vs. reassignments. He agreed to meet with Mr. Noble to discuss language and other concerns.

Mr. Lee said he was excited to see the lease policy being addressed, but was concerned the speed of the public process could make it look like the City was railroading this issue.

Commissioners generally agreed Mr. Noble did a good job on the new Airport lease policy.

B. Review Draft Airport Rules and Regulations

Mr. Noble presented the March 24, 2014, draft which the City Attorney has reviewed. The intent of these rules is to restrict or prevent any activity or action that would interfere with the safe, orderly, and efficient use of the Airport by its operators, tenants, passengers, and users. It might be helpful to provide parking in hangar areas to minimize conflicts between hangar users and other Airport functions. He agreed to e-mail the next version to Commissioners and said he hoped to present these rules to Council in late April-early May.

Commissioners discussed movement vs. nonmovement areas, storage of aviation vs. nonaviation equipment, and areas covered by the rules/regulations.

Mr. Clark suggested adding a painted corridor between the security gate and hangars. He expressed concern about which rules apply to the whole airport vs. specific areas and what can be stored in hangars. He agreed to meet with Mr. Noble to discuss his concerns about the draft rules/regulations.

C. Discuss New Airport Director Appointment

Mr. Noble reported that Jeff Tripp from Prescott, Arizona, has been appointed as the new Airport Director. Mr. Noble and Mr. Witcosky have been communicating with Mr. Tripp via phone and e-mail. Mr. Trip plans to make two trips to Redmond prior to his first day on June 2, 2014. He is excited about the opportunity to manage an airport with full commercial service in an area with a lot of growth potential.

Mr. Witcosky said Mr. Tripp is bright, passionate, thorough, and interested in working with the leadership team and Airport Commission. Reference checks were positive. During his interview visit, he drove to Prineville and Klamath Falls to review those airports.

D. Airport Updates

a. **Townhall meeting on minimum standards:** Mr. Noble said comments on the draft from Airport users and stakeholders have been positive, especially about the improved communication, and are still coming in. He is awaiting feedback from K/C Aero and Butler on the minimum standards and draft operating agreement; he will meet with Butler's attorney on April 11. He summarized FAA comments received to date, one of which was a recommendation to include the fuel flowage policy in the minimum standards.

Chair Newell said people attending were respectful, positive, and nonconfrontational.

Mr. Witcosky requested that at least two Commissioners attend the City Council hearing on this issue.

Mayor Endicott recommended Commissioners forward these documents to Council with a recommendation that indicates their level of support.

Commissioner concerns included how to enforce compliance with the new minimum standards and whether Commissioners could e-mail their recommendation on the

next version of the minimum standards to Mr. Noble for Councilors to consider at their April 22 or May 13 public hearing on Airport minimum standards.

- b. **Runway 4-22 project:** Mr. Noble said Connect Oregon made a presentation to the Technical Advisory Group of Central Oregon Area Commission on Transportation on April 10, 2014. Several more review bodies will be hearing this presentation, but he stated that he expected to be successful in obtaining the funds needed. The design for Phase 1 is ready to go out to bid and the FAA is on board to start that process.

Vice-Chair Henegar thanked staff for providing a copy of the March 2014 presentation. He expressed concern about the expected closure of the Airport to commercial traffic during summer 2015 (Phase 2).

Mr. Noble said the scope of Phase 2 will require full closure of the Airport for four to five days. To keep this time as short as possible, the Airport is exploring the possibility of engaging several area contractors, referring customers to other airports, and ground transportation options.

- c. **Airport concessions:** Mr. Noble reported that the assignment from Coyote Pub to another food service vendor has been completed. Next steps will include changing the menu, rebranding the concession, and remodeling the space. He expected that this concession would reopen before Thanksgiving 2014. As proposed, the food/beverage service will be separated from the retail area. A later phase, planned for January-March 2015, will establish a pre-security food/beverage area including beer and wine.

Commissioner concerns included long-term plans for a second-level space originally intended as a business lounge.

- d. **Staff changes:** Mr. Noble introduced and thanked Ms. Honn and Ms. Snider for their willingness to work on a temporary basis during his tenure; a third member of the new staff, Lisa Malbey, was not present. New Airport Director Trip will make staff decisions after he comes on board.

- e. **New equipment:** Mr. Noble said the Airport has purchased a new snowblower that is capable of moving 7,500 tons per hour. He recommended training City crews on proper runway and taxiway maintenance procedures prior to the next snow event.

Commissioners discussed what was learned from the March 2014 snow event.

VI. OTHER TOPICS (None)

VII. COMMISSIONER COMMENTS (None)

VIII. ADJOURN

The next meeting is scheduled for Thursday, May 1, 2014, 5:30 p.m.

There being no further business, Chair Newell adjourned the meeting at 6:54 p.m.

APPROVED by the Airport Commission and SIGNED by the Chair this _____ day of _____, 2014.

Mike Newell, Chair

Draft 4 March 28, 2014



**REDMOND MUNICIPAL AIRPORT – ROBERTS FIELD
REDMOND, OREGON**

**A POLICY TO GOVERN AGREEMENTS
INVOLVING THE USE OR DISPOSITION OF
AIRPORT PROPERTY
FOR AERONAUTICAL ACTIVITIES**

ADOPTED _____

CITY OF REDMOND, OREGON

A POLICY TO GOVERN AGREEMENTS
INVOLVING THE USE OR DISPOSITION OF
AIRPORT PROPERTY
FOR AERONAUTICAL ACTIVITIES
AT
REDMOND MUNICIPAL AIRPORT – ROBERTS FIELD

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Section 1 - General Statement of Policy

As an Airport Sponsor and recipient of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants, the City of Redmond, Oregon (hereinafter, City) is obligated to operate the Redmond Municipal Airport – Roberts Field (hereinafter, Airport) for the use and benefit of the public and to make it available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms and conditions without unjust discrimination. Given these obligations, the City hereby establishes this policy to set forth a standardized system and process for leasing property and constructing improvements at the Airport.

In furtherance of this objective, it shall be the policy of the City to encourage the establishment of businesses offering general aviation services to the public at the Airport based on the following principles:

- Preservation of the City's investment in the Airport
- Facilitation of orderly management of the Airport
- Ensure the provision of high-quality services and consistent quality of facilities at the Airport
- Providing equitable and uniform treatment of all Operators, Lessees, and Users
- Ensure compliance with applicable laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application and acceptance of Federal Funds
- Enable conformity with the approved Airport Master Plan
- Make the Airport available for public use on reasonable terms without undue discrimination
- Assist in maintaining a fee and rental structure with the goal of financial self-sustainability for the Airport

Section 2 - Definitions

For purposes of this Leasing Policy, the following definitions shall apply:

Aeronautical Services/Activities: means any activity or service conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. The following services/activities commonly conducted on airports are Aeronautical Activities within this definition: charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, surveying, air-carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "Aeronautical Activity."

Agreement: means the written agreement between the City and an Operator or Lessee specifying the terms and conditions under which the Operator may conduct commercial aviation activities and Lessee may occupy Airport property. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport, including but not limited to: rents, fees,

and charges to be paid; and the rights and obligations of the respective parties.

Airport: means Redmond Municipal Airport -- Roberts Field and all of the area, buildings, facilities, and improvements within the exterior boundaries of the Airport as it now exists, or as it may hereafter be extended or enlarged.

Airport Director: means the individual employed and authorized by the City to be the chief administrative officer of the Airport, or the person authorized by the Airport Director to act for or on behalf of the Airport Director, with respect to any particular matter.

Airport Leasing Policy: means the “Policy to Govern Agreements Involving the Use or Disposal of Airport Property for Aeronautical Activities” as established and amended from time to time by the City, to govern the safe, orderly, and efficient use of Airport property.

Airport Layout Plan: means the FAA approved and City adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or improvements to specific uses and/or development.

Applicant: means a Person submitting an application to the City to Lease Airport property.

City: means the City of Redmond, Oregon, owner and operator of the Airport, acting by or through the Redmond City Council or any duly authorized employee, agent or instrumentality of the City of Redmond, Oregon.

City Council: means the legislative body that governs the City of Redmond, Oregon.

Commercial Aeronautical Activity: means an Aeronautical Activity for commercial purposes as defined in the Airport Minimum Standards.

FAA: means Federal Aviation Administration.

General Aviation: means all phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.

Lease: means a contract between the City and any Person wherein the City grants the use or occupancy of Airport property and certain leasehold interests for a specified period of time in exchange for specified rent.

Lessee – means any Person obtaining a lease from the City to occupy space and hold certain leasehold interests at the Airport.

Minimum Standards: means the Airport Minimum Standards for Commercial Aeronautical Service Providers at the Redmond Municipal Airport – Roberts Field as adopted by the City, amended from time to time.

Operator: means either a Fixed Base Operator or a Specialized Aviation Service Operator when performing a Commercial Aeronautical Activity.

Person: means and includes any individual, corporation, partnership, association, company, business, trust, joint venture or other legal entity.

Rules and Regulations: means the policies, procedures, and regulations which are established and amended from time to time by the City, to govern the safe, orderly, and efficient use of the Airport.

Shall: the word shall is always mandatory and not merely directory.

State: means the State of Oregon.

Sublease: means a written agreement, approved by the City, stating the terms and conditions under which a third party leases space from a Lessee for the purpose of providing aeronautical services at the Airport.

Term: means the **total** period of time in which that Lease may or may not remain in effect. (For instance, a Lease for an initial period of 5 years, which may potentially be extended for an additional 5-year period, is an Agreement for a term of 10 years).

Section 3 - Exclusive Rights

- A. The granting of an exclusive right to provide aeronautical services at an airport on which federal funds have been expended is forbidden by federal law. An exclusive right is a power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. The City will not grant any such special privilege or monopoly in the use of public use Airport facilities.
- B. The presence on the Airport of only one Lessee engaged in a particular aeronautical service(s) will not, in and of itself, indicate that an exclusive right has been granted; however it is the policy of this City not to enter into or promote any understanding, commitment, or express agreement to exclude other reasonably qualified Lessees. Accordingly, those who desire to enter into a Lease with the City to engage in an aeronautical activity should neither expect nor request the City to exclude others who desire to engage in the same or similar activities. The opportunity to engage in an aeronautical activity shall be made available to those meeting reasonable qualifications and standards relevant to such activity and as space may be available at the Airport for such an activity.

Section 4 – Requests for Lease/Use Agreements

- A. **Written Application Required.** Any Person desiring to enter into lease with the City for permission to occupy Airport property shall make written application to the City for such

permission.

- B. Applicant Must Demonstrate Qualifications. Application materials shall consist of all the information specified in this Leasing Policy, the Airport Minimum Standards, if applicable, and all documentation deemed necessary by the City for a full and complete analysis of the Applicant's qualifications and the benefit which will accrue to the aviation public from the Applicant's proposed use of Airport property.

Section 5 – Application Process

Each application for Lease of Airport Property shall be in writing and in sufficient detail to discern the complete qualifications of the Applicant and shall include, as a minimum, the following:

- A. The name, address, electronic mail address, and telephone of the Applicant.
- B. The amount, size, and location of the land and/or facilities to be leased.
- C. Descriptions and cost estimates of any proposed capital improvements.
- D. The types and amounts of insurance coverage to be maintained for the proposed use of Airport Property. The type and limit of insurance required shall be established by the City and updated from time to time as needed.
- E. A current financial statement prepared by the Chief Financial Officer of the Applicant and certified by an independent certified public accountant. The City shall consider financial statements in evaluating the Applicant's financial ability to construct facilities, occupy Airport property, and enter into a Lease of Airport property.
- F. Evidence, in a form acceptable to the City, of the Applicant's financial ability to complete construction of proposed leasehold improvements in one of the following forms:
 - 1. A performance bond in the amount equal to the cost for constructing the proposed improvements
 - 2. An irrevocable letter of credit guaranteeing funds to complete the project
 - 3. An escrow agreement administered by a title and escrow company; or
 - 4. A trust administered by a commercial bank.
- G. If an Applicant is seeking to engage Commercial Aeronautical Activity, he/she shall also provide all application information and materials required by the Airport Minimum Standards.
- H. The Applicant shall agree to provide any additional information and material necessary or requested by the City.
- I. The application shall be signed and submitted by the owner of the business, if a sole

proprietorship; every partner if a partnership; every member if a Limited Liability Company, and the President or CEO if a corporation.

Section 6 - Action on Application

After an application has been completed and material is submitted in accordance with Section 5 it will be reviewed by the Airport Director and a determination made regarding approval. The Airport Director may deny any application if, in his/her sole opinion, he/she finds any one or more of the following:

- A. The proposed use does not meet the goals of the City or the strategic business development plan of the Airport.
- B. The applicant's proposed use of Airport property or construction of leasehold improvements will create a safety hazard on the Airport.
- C. The granting of the application will require the City to spend funds, supply labor or materials in connection with the proposed activity or the activity is expected to result in a financial loss to the City.
- D. Inappropriate, inadequate, or insufficient space exists in buildings at the Airport to accommodate the entire activity of the applicant at the time of application, or, no available Airport land suitable for construction of buildings and facilities exists to accommodate the entire activity of the applicant at the time of application.
- E. The development or construction on the Airport necessary to accommodate the proposed business does not comply with the FAA-approved ALP.
- F. The development or use of the area requested by the applicant will result in congestion of aircraft or buildings or will result in unduly interfering with other Airport operations.
- G. The applicant does not meet the requirements of the Airport Leasing Policy.
- H. The applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents.
- I. The applicant has a record of violating the Rules and Regulations of the Airport or of any other airport, FAA regulations, or any other federal, State, or local statutes, laws, rules, or regulations.
- J. The applicant has defaulted in the performance of any lease or any other agreement with the City or other airport(s).
- K. The applicant does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the project based upon financial information provided.

- L. The applicant cannot provide acceptable surety in the amount required by the City for that Agreement.
- M. The proposed activity or development is not in the best interest of the Airport or the public.

Section 7 – Competitive Request for Proposal Process

Upon receipt of an application determined by the City to be complete, the City may issue a public notice of its intent to consider awarding a lease/use agreement to the applicant. The purpose of such action, should the City in its sole discretion determine it to be appropriate, is to gauge the level of market demand and competitiveness for the proposed activity at the Airport.

If issued, the notice shall invite other interested and qualified Applicants interested in the space to be occupied by the Applicant to submit written expressions of interest in the Airport property under consideration, on or before the date on which the City will consider approving the Applicant's Lease at a public hearing. This notice will also list the criteria to be utilized by the City in making its selection. To the extent allowed by law (if any), proposed applications for Leases, and the financial terms thereof, shall initially be maintained as confidential, for discussion between staff and the Applicant, and for discussion among staff, and the Applicant and the City Council and Airport Commission in executive session only.

In the event the City receives no other expressions of interest in the Airport property in question, the City may proceed to grant or deny the Applicant's request based on the merits of the application and without further advertisement. Should the City receive written expressions of interest from one or more other potential Applicants interested in obtaining a Lease for the property in question, the City shall postpone making its decision on the Applicant's request for a Lease until such time as the City has had an opportunity to collect materials from the other potential Applicants and to negotiate with each interested party to ascertain which party is willing and able to enter into a Lease that will be most advantageous to the City and the public using the Airport. (To the extent allowed by law, all such applications shall be treated as confidential, for discussion between Airport staff and Applicants, and among staff, the Applicants and the City Council and Commission in executive session only).

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

Section 8 - Standards for Leasing/Use of Airport Property and Premises

- A. Space Limited to Demonstrated Need. A single aeronautical activity, although meeting all reasonable standards and qualifications, shall be limited to a lease of such space as is

needed for that activity. When an Applicant seeks to lease property from the City, he/she must provide evidence of demonstrated need for the Airport property in question.

Where occupancy of existing Airport facilities are involved, “demonstrated need” shall mean the ability of the Lessee to occupy premises leased from the City as of the effective date of the Lease. Where construction of facilities, or alterations to an existing facility, are involved, “demonstrated need” shall mean the ability to obtain a certificate of occupancy from the City for the proposed facility(ies) within six (6) months following receipt of possession of the leased property unless the City determines a longer period of time is warranted due to the scope of construction.

- B. Requests for Additional Space. If the need for additional space becomes apparent at a later date, such space, as well as any new areas developed for the service and support of aeronautical activities, will be made available to all qualified proponents or bidders, including the incumbent. The City will not award or grant, in advance, any options or preferences (including the right of first refusal) on future sites to an incumbent Lessee.

If an existing Lessee needs additional Airport space to accommodate increased demand for its existing services or to expand an existing service, that Lessee shall notify the City, in writing, of the need for additional space. The written notice shall be sufficiently detailed so as to document a “demonstrated need” for the additional space requested. The City may grant the Lessee the additional space requested (to the extent the Lessee has a demonstrated need therefore) or the City, if prior to the receipt of the Lessee’s notice it has received an application from another qualified Applicant demonstrating a need for such space, may negotiate with one or more Persons who have expressed an interest in the space in question to determine which alternative would be most advantageous to the City.

If the need for additional space is for or in connection with a new proposed aeronautical activity, one not authorized by the Lessee’s existing Lease, the request for additional space shall be treated by the City as one for a new Lease.

- C. Term. The City determines the length of term for a Lease, Agreement, or Permit based on a host of factors including:

- Whether the Lessee is seeking to obtain space in an existing building or whether a long-term land lease is being sought for construction of improvements to Airport property
- The designation of the facility or proposed property on the ALP
- The Lessee’s proposed use of the property
- The Lessee’s proposed capital investment in facilities.

While subject to specific negotiations between the City and each Lessee, the City generally offers Lease, Agreement, or Permit terms as follows:

1. Existing Facilities Requiring No Capital Investment: 5 years or Less

2. Lease of Property to Construct a Private Hangar: 20 years with two five-year options to extend for a maximum term of 30 years
3. Lease of Property to Construct Facilities to support Aeronautical Activities: 25 years with two five-year options to extend for a maximum of 35 years
4. The City reserves the right to consider a longer term if the size, scope, and impact of the investment warrant such consideration. In no event shall the term of a lease exceed 50 years.

In considering a request for an option to renew, the City will weigh whether the Lessee is or has been in default of any terms and conditions of the Lease, Agreement, or Permit as well as the structural integrity, safety, and appearance of the leasehold improvements and findings of a facilities condition report. Upon receipt of a request to exercise an option to renew, the City shall also inspect the leasehold improvements for condition and appearance. Items considered will include, but not be limited to, siding and exterior finishes, roofing, doors, and general housekeeping.

If the Lessee wishes to initiate a new lease, they must submit a written request to the City at least 180 days prior to the expiration of the Lease Term. The City may, at its sole discretion, negotiate a new lease with the Lessee if it determines that the:

1. Leased premises are not required for other Airport uses
2. Lessee has met its obligations under the terms of the preceding lease, and;
3. City otherwise finds that a new lease is appropriate;

The duration of the new lease shall be at the City's option and any new lease shall incorporate all current terms and conditions and any special terms the City deems necessary based on the particular circumstances of the Lessee and leased property. If the City determines that a new lease will not be offered, the City may require the Lessee to remove any structure at the Lessee's sole cost.

On a case by case basis, the City may consider a longer lease term (not to exceed 50 years) to support Airport property development and to allow for the amortization of an investment based on the following criteria:

1. Significant initial capital investment in leasehold improvements (greater than \$500,000; 2014 year construction dollars)
2. Significant additional capital investment in current leasehold improvements (greater than \$500,000; 2014 year construction dollars)
3. Services provided to other Airport tenants and users
4. Significant job creation
5. Public infrastructure extension which will benefit other parcels (i.e., roads, water, sewer)
6. Potential to attract other new aviation businesses

D. Sale of Improvements. It shall be the general policy of the City to not allow assignment of an existing Lease, Agreement, or Permit; however, if Lessee desires to sell its

leasehold improvements, the City may consider entering into a new lease with the buyer of the improvements. Prior to considering the proposed sale of leasehold improvements, the existing Lessee shall provide the City with a facility condition assessment report and a Phase I Environmental Report, prepared by independent, qualified contractors, approved in writing by the City, attesting to the condition of the leasehold improvements and verifying the presence, or lack thereof, of environmental issues. Should the facility condition assessment report indicate the presence of improper maintenance or condition of the leasehold improvements and/or the Phase I Environmental Report indicate the presence of environmental concerns, the City may forgo further consideration of the assignment until such time as the deficiencies are corrected. In addition, the buyer must meet all requirements of this Leasing Policy, the Airport Minimum Standards, and meet any other requirements imposed on any Lessee holding a Lease, Agreement or Permit with the City. If the buyer qualifies to obtain a Lease, Agreement or Permit with the City, the City shall offer such Lease, Agreement or Permit in accordance with the terms, conditions and rates then in effect. The term of the new Lease, Agreement or Permit will be determined by the City consistent with the policies in 8.C (Lease Term). The original Lease, Agreement, or Permit will remain in full force and effect until the City and the buyer of the improvements have entered into a new Lease, Agreement, or Permit. The original Lessee must comply with all terms and conditions of the Lease, Agreement, or Permit until the new Lease, Agreement, or Permit is executed and in effect. At that point, the original Lease, Agreement, or Permit is automatically terminated by mutual agreement of the parties. In no event shall the total term of any lease exceed 50 years.

Subleasing is allowed only upon receipt of prior written approval by the City.

- E. Reversion. Upon termination of an Agreement whereby improvements to Airport property were made by the Lessee or Operator, the Lessee or Operator shall agree that all said improvements as well as the property leased to it, shall, without compensation from the City, become the property of the City. Under no circumstances shall the party to such an agreement be entitled to any payment by reason of the value of its business or franchise. Lessee may remove improvements from the Airport at Lessee's cost provided Lessee is not in default of its Agreement.

It shall be the general policy of the City to not consider new leases whereby improvements were made by a Lessee; however, if a Lessee desires to request such new lease, it shall submit to the City the following:

1. A written request for such a lease explaining the justification for the request and the proposed use of the leasehold improvements during the term of the new lease.
2. A facility condition assessment report prepared by independent, qualified contractors, approved by the City in writing, attesting to the condition of the leasehold improvements. Should the facility condition assessment report indicate the presence of improper maintenance or condition of the leasehold improvements, the City shall forgo further consideration of a new lease term until such time as the deficiencies are corrected.
3. A Phase I Environmental Report of the leased premises prepared by an

independent, qualified contractor, approved by the City in writing. Should the Phase I Environmental Report indicate the presence of environmental concerns, the City shall forgo further consideration of a new lease term until such time as the deficiencies are corrected.

4. A real estate appraisal of the leasehold improvements prepared by an independent, qualified contractor, approved by the City in writing detailing the current market value and useful life of said improvements.

Should the City agree to a new lease, the Lessee shall agree to pay the City ten percent of the value of the sale in recognition of the City's processing of the requested extended lease.

- F. Leases for Non-Aeronautical Activities. The City will not approve any proposed lease of aeronautical property for non-aviation activities for longer than a brief, interim period of time generally, five or fewer years, and provided the activity does not violate FAA grant assurances. Such leases are also subject to FAA approval and the proposed Lessee obtaining all necessary zoning and other approvals from the City.
- G. Leases for Private Aeronautical Uses. The City is required to operate the Airport for the maximum use and benefit of the public, and must retain the ability to make reasonable provision for essential support services for those who use the Airport; nevertheless, some private aeronautical uses may be beneficial to the City; for instance, a private flying club might be a desirable and compatible Operator. Proposed leases for private aeronautical uses will be evaluated on a case by case basis, taking into account the strategic business plan of the Airport, the benefits which may be derived from the proposed lease, the potential costs of the proposed lease to the City, the availability of suitable space, the potential for conflict or interference with the public uses of the Airport, and any other factors the City deems relevant.
- H. Adherence to Airport Layout Plan (ALP) Required. The ALP depicts City-owned property on the Airport to be utilized for aeronautical activities and identifies existing facilities and plans for future development. The ALP reflects the existing and proposed allocation of areas of the Airport to specific operations and support functional usage. It shall be the general policy of the City that no use, occupancy, construction, modification or improvement that is inconsistent with the Airport's FAA-approved ALP shall be allowed. The conversion of any area of the Airport to a substantially different use than that shown in the approved ALP would adversely affect the safety, utility or efficiency of the Airport.
- I. Development of Vacant Airport Property. When a Lessee or Operator desires to construct facilities at the Airport, limited availability of vacant, appropriate space may restrict the City's ability to grant permission for such development. There are only a limited number of available sites on which to build facilities to accommodate aeronautical activities at the Airport.

Any application for permission to develop these properties as indicated shall include, in

addition to all other required materials, a site plan depicting the nature and location of the proposed development.

- J. No Liens or Encumbrances to Airport Property. The subordination of Airport property by mortgage, easement or other encumbrance will normally be considered as a transaction which would deprive the City of the rights and powers necessary to perform its covenants in its agreements with the federal government and under the bonds which have been issued, from time to time, to finance Airport operations. Because of this, proposed developments which would require such encumbrances shall not be granted by the City. The City will always require a Lessee or Operator developing Airport property to indemnify and hold the City harmless from any mechanics' or other liens which might be filed against Airport property as a result of the development.
- K. Financing Airport Development. The City is under no obligation to provide financing, or to make any improvements to Airport property to facilitate a development proposed by an existing or prospective Lessee. If such a Lessee cannot demonstrate the financial means to implement and pay for such development that may be an indication that the proposed development would not be in the best interests of the City or the public using the Airport. Nevertheless, once an Applicant or Lessee has demonstrated the requisite financial responsibility, the City may choose to pursue any federal, state or City funds to contribute to the leasehold improvements, if in doing so there would be no diversion of funds away from capital improvements or the Airport capital budget program planned by the City.
- L. Airport Operated for Benefit of the Public. Through its Leases, and by other means, the City will ensure that the Airport is operated for the use and benefit of the public and is made available to all types, kinds and classes of aeronautical activities with priority given to uses which further the City's goals and the Airport's strategic business plan.
- M. General Rights and Privileges Granted. Airport Leases are designed to accomplish one or more of three basic rights or privileges: the right for an Person to use the landing area and other public Airport facilities in common with others so authorized; the right to occupy as an Operator, and to use exclusively, certain designated premises; and/or the commercial privilege or the franchise right to offer goods and services to the public who use the Airport. The City will not enter any Lease without written receipt of adequate consideration for the rights granted therein.
- N. Control over Operations. Any Lease granting the right to serve the public on the premises of the Airport shall be subject to terms and conditions reserving to the City sufficient control over operations to ensure that patrons will be treated fairly by the Lessee. The Lessee must agree to make available its services and facilities on fair and reasonable terms, and without discrimination.
- O. Control over Aeronautical Activity and Development. The City will enter into no Lease that would require it to divest itself of the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, or the right to prevent any Lessee from erecting, or permitting to be erected, any building or other structures

which might limit the usefulness of the Airport or constitute a hazard to aircraft.

- P. The City will enter into no Lease that would require it to divest itself of, or limit its right to develop or improve the Airport as it sees fit, regardless of the desires or views of any Lessee and without interference or hindrance from such a party.
- Q. Minimum Standards. The Minimum Standards set forth the qualifications and conduct which must be met by a Lessee desiring to conduct certain aeronautical activities at the Airport. They establish a basis for practical negotiations between the City and potential Lessees; however, prospective Lessees should be aware that the City, if presented with a choice between multiple potential Lessees for a single space or facility, will give preference to Lessees who can offer the City and the public the highest standard of quality and service which may well exceed the Minimum Standards for a proposed activity. Existing and prospective Lessees shall understand that the City may increase its Minimum Standards from time to time, in order to ensure a higher quality of service to the public. Only in the rare circumstance, where the aviation community at the Airport has encountered difficulty in attracting a competent service entity, shall the City give consideration to waiving a Minimum Standard to allow a period of initial development. In all other circumstances, it is the policy of the City not to enter into agreements with Operators who cannot meet the applicable Minimum Standards.
- R. Off-Premises Access. The City will not enter into Leases which grant access to public landing areas by aircraft normally stored and serviced on land adjacent to, but not a part of the Airport.
- S. Waivers of Immunity. The City will enter into no Leases that require it to waive any sovereign, governmental or other immunity to which it may be entitled, or that would require it to submit to the laws of any state other than those of the State of Oregon.
- T. Indemnification. Every Lessee desiring to conduct aeronautical activity at the Airport shall agree to indemnify and hold the City, its officers, officials, agents, representatives and employees from and against any and all injuries, damage or harm, or any nature whatsoever, which may result from its use or occupancy of Airport property and its conduct of aeronautical activities.

Section 9 - Written Agreement

All Persons, prior to the commencement of construction of leasehold improvements or operation, of an Aeronautical Activity as defined herein, shall enter into a Lease with the City setting forth the terms and conditions under which the Person shall occupy and use Airport property. Leases entered into by the City are designed to protect the public interest and may contain more restrictive clauses than private sector leases, are to be in a form approved by the City's legal counsel and shall, at a minimum; conform to local/regional standards of tenant responsibility and liability.

Each Lease shall include all provisions required by law and obligations placed upon the City by all federal and State agencies including, but not limited to, compliance with all federal, state and local laws and regulations pertaining to the use, storage and disposal of hazardous materials and stormwater pollution prevention regulations. Other Lease provisions shall include, but are not necessarily limited to, the following:

- | | |
|---|-----------------------------------|
| A. Description of leasehold | I. Fire Prevention |
| B. Term of lease | J. Environmental Liability |
| C. All fees and charges associated with occupying and operating on the premises | K. City entry onto premises |
| D. Payment procedures relating to all fees and charges | L. Compliance with laws |
| E. Approved activities | M. Airport Security Program |
| F. Prohibited activities | N. Default/Termination |
| G. Insurance Requirements | O. Transfer of Airport ownership |
| H. Subleasing provisions | P. Bankruptcy |
| | Q. Ingress and Egress to Property |
| | R. Sale of Improvements |
| | S. Lease Renewal Options |

Lease, Agreement, and Permit language is updated from time to time to reflect changes in FAA regulations and real estate law as well as to meet changing economic conditions and other risks associated with land ownership.

Section 10 - FAA Required Lease Provisions

In addition to the minimum terms and conditions listed in Section 9, each Lease shall contain the following provisions regarding subordination, emergency leasing to the United States, and non-discrimination. The language for these provisions is as follows:

- A. Lease Subordinate to Agreement between City and the United States: This lease shall be subordinate to the provisions of any existing agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- B. Emergency Lease to United States: During times of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All facilities of the Airport developed with federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft, (or their contractor) in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

- C. Non-Discrimination: The Lessee shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

The Lessee for itself, its personal representatives, successors in interest, and assignees hereby agrees that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
3. That the premises are to be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
4. That in the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

Section 11 – Rentals, Rates, Fees, and Charges

- A. Financially Self-Sustaining. The City has an obligation to make the Airport as self-sustaining as possible under the circumstances existing at the Airport at any given point in time. Toward this end, the City, through its Agreements and by other means available to it shall endeavor to recover the cost of providing its facilities, through rentals, fees or other charges. All Agreements must provide for adequate consideration to be received by the City in compensation for the rights and privileges therein granted. It shall be the policy of the City to seek contractual terms and conditions that, while fair and nondiscriminatory, provide the most advantageous returns to the City.
- B. No Unjustifiably Discriminatory Rates. Each Operator shall be subject to rates, fees, rentals and other charges (e.g., fuel flowage fees, hangar rentals, percentages of gross volume of business, etc.) as may be currently applicable to, or being received from others making the same or similar uses of the Airport, utilizing the same or similar facilities. Nevertheless, in respect to a contractual commitment from any Operator, the City may

charge different rates to similar users of the Airport if such rates are nondiscriminatory in purpose. Differences in values of properties involved, and the extent of use made of common use facilities may be factors to be considered. Seldom will each Airport user have properties of the same value nor will their use and impact upon common facilities be the same. If one Operator is in what is considered a prime location, and another is in a less advantageous area, there could logically be a differential in the fees and charges, to reflect this advantage of location. This factor might also influence the rental value of the property. If one Operator rents office and/or hangar space and another builds its own facilities, this would provide justification for different rental and fee structures; these two operators would not be considered essentially similar as to rates and charges even though they offer the same services to the public.

- C. Competition May Determine Applicable Rates/Fees. In situations where particular contracts, leases or agreements are awarded as the result of competition among potential operators, said Agreements will be subject to the financial terms and conditions proposed by the operators in response to the competitive process and deemed most advantageous to the City. Agreements obtained through the process of competitive negotiation and bidding may offer returns to the City that are higher than those being received from existing Operators at a given point in time.
- D. Periodic Adjustment of Rates. Providing for adjustments to rental rates and Airport user fees (e.g., percentages of an Operator's gross revenues) facilitates parity of rates and charges between new and long-standing Operators, assists the Airport to remain as self-sustaining as possible under the circumstances existing at any given point in time. All Agreements with a term of five (5) years or more shall contain provisions subjecting the rental rates and user fees to be subject to periodic adjustment throughout the entire term of the Agreement. Adjustments shall occur at five-year intervals throughout the term(s) the Agreement remains in effect, at the discretion of the City. Under no circumstances will rental rates or user fees be adjusted to amounts less than the current rental rate or fee in effect at the time of the review and adjustment process conducted by the City. Under no circumstances will any single adjustment of a rental rate or user fee exceed one hundred percent (100%) of the current rental rate or fee in effect at the time of the review and adjustment process conducted by the City. (The term "user fees," for the purpose of this Lease Policy, does not include landing fees or passenger facility charges).
- E. "Pioneer" Periods Disfavored. In the case of a new general aviation Operator, offering services not previously available to the public at this Airport, the City may choose to offer reduced rental rates or other inducements to obtain an Operator, recognizing that it may well be a non-profit venture during its pioneering period. In such circumstances, the "incentive rate" shall be offered only during a specific "pioneer" period, and shall be defined so as to end on a specified date. Future Operators coming on the Airport following the pioneer period will be expected to pay the comparable standard rates and charges based on then-current values, rates and charges, and the City shall not be obligated to offer subsequent Operators a pioneer period. Nor shall it generally be appropriate to offer an established Operator the benefit of an additional period of reduced rates or other financial inducements, beyond the Operator's initial pioneer period.

- F. Diligent Bookkeeping Required. Income from an Operator's Airport operations must be fully accounted for, and adequate records must be kept to evidence amounts due to the City for the various rentals, fees and charges applicable to the Operator's operations at the Airport. The City shall be entitled to have access to such records upon request.

Section 12 – Construction of Leasehold Improvements

Through its leasing and development activities, the City seeks to promote consistent, attractive, and compatible high quality development at the Airport. In addition, it desires to encourage private sector investment in Airport facilities, develop and maintain aesthetic excellence and high standards of environmental protection. Finally, it desires to create standards of development that maintain the character of the Airport, and ensure all construction meets and exceeds all applicable safety standards and requirements.

Each Lease, Agreement, or Permit issued by the City shall include the specific development requirements for the construction of leasehold improvements on the Airport; however, following are general provisions and policies applicable to each Airport Lease, Agreement, or Permit:

- A. No leasehold improvements shall be designed, planned, constructed, reconstructed or remodeled without the prior written approval of the Airport Director.
- B. Any structure or facility to be constructed or placed upon the Airport shall be constructed in a manner to conform to all safety and environmental regulations of the State of Oregon and the City, and shall be in compliance with the City's current site development requirements, building codes, and fire regulations as well as FAA design standards.
- C. The FAA requires review and approval of Airport improvements. The City is required to submit "Form 7460" to the FAA detailing specific requirements of each project. The Lessee shall submit all required information to the Airport Director who shall in turn submit the information to the FAA. Submittal of this information shall be a prerequisite of the Airport Director releasing final design approval. No construction shall commence without the written approval from FAA as per this Form.
- D. Responsibility for obtaining appropriate approvals from government authorities and complying with their various regulations, policies and standards shall be that of the Lessee.
- E. Lessees shall obtain at their sole expense all permits required for their construction program and shall pay all taxes, permits, inspection fees, and licenses required for the construction and operation of their business.
- F. The design of any leasehold improvement is to be carried out under the direction of a registered architect or engineer. All design drawings are to be prepared by a registered architect. Construction drawings are to be certified by their respective professional disciplines – architectural, structural, mechanical, electrical, and civil engineers.

- G. In accordance with Section 8.K, the City may provide infrastructure for the proposed leasehold improvements. Absent City funding of such improvements, each Lessee shall be solely responsible for and incur all expenses for connection to all leasehold improvements and facility requirements including public roadways, aprons, taxiways, electrical power, communications, water, sewer and natural gas.
- H. Lessees shall obtain the prior written approval from the Airport Director to modify, improve, add to or delete facilities from their leased area. If any structure is erected, placed, or altered upon in any other manner than in accordance with plans and specifications approved by the Airport Director, such construction will be considered to have been undertaken without approval. This restriction is applicable to landscaping plans as well as architectural plans.
- I. Lessees shall suppress, at their own expense, and to the satisfaction of the FAA, all electromagnetic interference with radio guidance, safety devices or with any electric or electronic equipment or installations on or associated with the Airport.
- J. The City assumes no responsibility with regard to the ability of the Lessee to complete construction or otherwise meet the Terms and Conditions of its Lease, Agreement, or Permit nor does it assume any responsibility for an error, fault or omission in the plans and specifications that have been approved. The City reserves the right to serve notice that action must be taken to remedy any improper situations.
- K. Noise, dust, odors, stormwater detention, water quality, and smoke generation are of particular concern in the design and operation of any facility on the Airport. Therefore the design and construction of all facilities shall be in compliance with all federal, state, and local environmental regulations applicable to the Airport.
- L. The City or its representative(s) shall have the right at reasonable times to visit sites and enter buildings which are completed or in the process of being built, changed, repaired, moved or demolished.

Lease Policy

| TERM | UPON TERMINATION (New Lease) | | SALE |
|---------------|---|---|--|
| (In Years) | Option 1 | Option 2 | |
| 20 + 5/5 | 5 Year Renewal | 5 < Year Reinvestment Facility Condition Not to exceed 50 | New Lease Facility Condition Report Environmental Report Administrative Fee |
| 25 + 5/5 | 5 Year Renewal | 5 < Year Reinvestment Facility Condition Not to exceed 50 | New Lease Facility Condition Report Environmental Report Administrative Fee |
| FBO 25 + 5/5 | Renegotiate entire agreement prior to termination | | |
| 25 > but < 50 | 5 Year Renewal | Could be up to 50 Reinvestment Facility Condition Not to exceed 50 | New Lease Facility Condition Report Environmental Report Administrative Fee |

Seller responsible for
Administrative Fee

All have reversion after 50 years or owner may remove asset
subject to satisfactory environmental report



CITY OF REDMOND, OREGON

RULES AND REGULATIONS

REDMOND MUNICIPAL AIRPORT – ROBERTS FIELD

ADOPTED _____

**CITY OF REDMOND, OREGON
RULES AND REGULATIONS
AT
REDMOND MUNICIPAL AIRPORT – ROBERTS FIELD**

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SECTION 1. INTRODUCTION

1.1 Purpose and Scope

The purpose of these Rules and Regulations, adopted by the City of Redmond, Oregon (hereafter, the “City”), is to protect the public health, safety, interest, and general welfare of the Redmond Municipal Airport – Roberts Field (hereafter, the “Airport”). These Rules and Regulations are intended to restrict or prevent any activity or action that would interfere with the safe, orderly, and efficient use of the Airport by its operators, tenants, passengers, and users.

These Rules and Regulations are subordinate to applicable federal, State, or local government laws, City Code, and ordinances and shall in no way supersede or abrogate regulations set forth in the Federal Aviation Administration’s 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*, or the Transportation Security Administration’s 49 CFR Parts 1540 and 1542, *Airport Security*.

The following documents contain policies and procedures issued by the City of Redmond or its designated representative and are in addition to these Rules and Regulations. These documents are incorporated into these Rules and Regulations by reference.

- Airport Certification Manual
- Airport Security Program
- Minimum Standards for Commercial Aeronautical Service Providers
- Airport Leasing Policy
- Scheduled Airline Operating Agreement Covering Lands and Lease of Terminal

Distribution, disclosure and availability of sensitive security information contained in the Airport Security Program and other documents may be appropriately restricted to those personnel with an operational need to know.

These Rules and Regulations may be supplemented, amended, or modified from time to time and in such manner and to such extent as the City determines to be appropriate. The City may also issue special rules, regulations, notices, memorandums, or directives when necessary.

1.2 Applicability

These Rules and Regulations apply to all users and tenants of the Airport. Any entry upon or use of the Airport with or without expressed permission is conditioned upon compliance with these Rules and Regulations. Entry upon the Airport by any person shall be deemed to constitute an agreement by such person to comply with these Rules and Regulations.

1.3 Authority

These Rules and Regulations are adopted under the authority of the City. The City specifically grants the Airport Director the authority to operate, manage, maintain, and secure the Airport and to take such actions as may be necessary to enforce these Rules and Regulations.

1.4 Variance or Waiver

The Airport Director may grant relief from the literal requirements of these Rules and Regulation when strict enforcement would result in practical difficulty or unnecessary hardship. Any such relief may be subject to reasonable conditions necessary to maintain safety of flight operations, fulfill the intent of the Rules and Regulations, and to protect the public interest.

1.5 Severability

Should any paragraph or provision of these Rules and Regulations be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of any other Rule or Regulation hereunder.

1.6 Enforcement

The City and Airport Director reserve the right to take any actions they deem necessary or appropriate in the event of any violation of these Rules and Regulations, including, but not limited to, prohibiting or restricting the use of the Airport and its facilities by the person committing such violation. For any contingencies not specifically covered by these Rules and Regulations, the Airport Director is authorized to make such rules and render such decisions as may seem proper.

SECTION 2. DEFINITIONS

For purposes of these Rules and Regulations, the following definitions shall apply:

Aeronautical Activities/Services: means any activity or service conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. The following services/activities commonly conducted on airports are Aeronautical Activities within this definition: charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, air-carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "Aeronautical Activity."

Air Operations Area (AOA): means all Airport areas where aircraft can operate, either under their own power or while being towed. The AOA includes runways, taxiways, and apron areas.

Aircraft: means a device which is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to: airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.

Aircraft Operator: means any person or entity who uses, causes to be used, or authorizes to be used an aircraft with or without the right of legal control as owner, lessee or otherwise for the

purpose of air navigation including piloting aircraft or the operation of aircraft on any part of the surface of the Airport.

Airport: means Redmond Municipal Airport - Roberts Field and all of the area, buildings, facilities, and improvements within the exterior boundaries of such airport as it now exists, or as it may hereafter be extended or enlarged.

Airport Director: means the individual employed and authorized by the City to be the chief administrative officer of the Airport, or the person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter.

Airport Leasing Policy: means the “Policy to Govern Leases Involving the Use or Disposal of Airport Property for Aeronautical Activities” as established and amended from time to time by the City, to govern the safe, orderly, and efficient use of Airport property.

Airport Operations: means the Airport Director’s primary point of contact for operations of both airside, landside and in the terminal building.

Air Traffic Control (ATC): means the Federal Aviation Administration (FAA) air traffic control system and/or tower.

City: means the City of Redmond, Oregon, owner and operator of the Airport, acting by or through the Redmond City Council or any duly authorized employee, agent or instrumentality of the City of Redmond, Oregon.

City Code: means the Code of the City of Redmond, as adopted by the City Council.

City Council: means the legislative body that governs the City of Redmond, Oregon.

Code of Federal Regulations (CFR): means the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

Commercial Aeronautical Activity: means an Aeronautical Activity for commercial purposes as defined in the Airport Minimum Standards.

FAA: means Federal Aviation Administration.

Fixed Base Operator (FBO): means any individual, firm or corporation duly licensed and authorized by written Agreement with the City to operate, under strict compliance with such Agreement, and in strict accordance with the *Airport’s Minimum Standards for Commercial Aeronautical Service Providers*, as may be amended from time to time.

Fuel Flowage Fee: means a fee paid to the City for each gallon of fuel distributed on the Airport.

General Aviation: means all phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.

Hazardous Material: means any substance or material which has been determined to be capable of posing risk of injury to health, safety or property, including petroleum products, and including all of those materials and substances designated as hazardous or toxic, presently or in the future, by federal, State, or local government agencies.

Law Enforcement Officer (LEO): means any law enforcement officer assigned duty at the Airport, or any other state, federal, City or local law enforcement officer temporarily assigned duty at the Airport.

Lease: means a contract between the City and any Person wherein the City grants the use or occupancy of Airport property and certain leasehold interests for a specified period of time in exchange for a specified rent.

Lessee – means any Person obtaining a Lease from the City to occupy space and hold certain leasehold interests at the Airport.

Minimum Standards: means the *Airport Minimum Standards for Commercial Aeronautical Service Providers at the Redmond Municipal Airport – Roberts Field* as adopted by the City, and amended from time to time.

NEPA: means National Environmental Protection Act

NFPA: means National Fire Protection Association.

NTSB: means National Transportation Safety Board.

Person: means and includes any individual, corporation, partnership, association, company, business, trust, joint venture or other legal entity.

Rules and Regulations: means the policies, procedures, and regulations established and amended from time to time by the City, to govern the safe, orderly, and efficient use of the Airport.

Shall: the word shall is always mandatory and not merely directory.

SIDA: means "Security Identification Display Area"

State: means the State of Oregon.

Sublease: means a written agreement, approved by the City, stating the terms and conditions under which a third party leases space from a Lessee for the purpose of providing aeronautical services at the Airport.

Tenant: means a leaseholder of land or premises within the boundaries of the Airport or Airport property and any of the leaseholders authorized sublessees.

TSA: means Transportation Security Administration

Ultralight: means a lightweight, low speed, short range aircraft subject to minimal regulation by 14 CFR Part 103.

Vehicle: means any motorized and non-motorized conveyance, except aircraft.

SECTION 3. GENERAL RULES AND REGULATIONS

3.1 Abandonment of Property

No person shall abandon any personal property on the Airport. If not claimed by the owner within seven (7) days, such articles will be handled in accordance with State and local statutes.

3.2 Alcoholic Beverages

No person may consume alcoholic beverages in any area of the Airport terminal building other than those areas and times designated by the Airport for the sale and/or consumption of alcohol.

3.3 Animals

- A. Excluding Americans with Disabilities Act (ADA) and law enforcement requirements, no person shall enter any public airport building with any animal unless such animal is being transferred or shipped. No animals (excluding ADA requirements and law enforcement) are allowed within the AOA unless being transferred or shipped or under the control of their owner by leash, harness, restraining straps, or cage. Leashes, harnesses, and straps shall not exceed twelve (12) feet. Owners are responsible for the immediate removal and proper disposal of animal waste.
- B. No person shall permit any wild animal under his control or custody to enter the Airport.
- C. No person other than in conduct of an official act shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.
- D. No person shall feed or perform any other act to encourage the congregation of birds or other animals on the Airport.
- E. No person shall ride horseback on Airport property without prior authorization of the Airport Director.

3.4 Commercial Activity

No person or entity shall occupy or rent space, nor conduct any business, commercial activity or enterprise, or other form of revenue or non-revenue producing activity on the Airport without first obtaining a written lease, permit or other form of written agreement and authorization from the Airport Director, unless specifically acknowledged and waived by the Airport Director. Commercial aeronautical activities are governed by the Airport Minimum Standards.

3.5 Commercial Photography

No person except representatives of the media during official assignments shall take still, motion, or sound pictures for commercial purposes on the Airport without permission of the Airport Director.

3.6 Emergency Plan

The Airport Emergency Plan is a portion of the Airport Certification Manual required for Airport Certification by FAA and will govern airport emergency operations.

3.7 Fees

The City shall establish fees, rates and charges from time to time and where applicable are paid to the City or Airport by users of the Airport.

3.8 Firearms and Weapons

- A. No person, except those persons authorized by federal, State, and local laws, may carry a firearm, weapon or destructive device inside the passenger terminal or the sterile or secured areas of the Airport, provided that no person will be prohibited from carrying any legal firearm or weapon into the passenger terminal when such firearm or weapon is encased for shipment for the purpose of checking such firearm or weapon as baggage to be lawfully transported on an aircraft. Other than duly authorized federal, State, and local law enforcement personnel, the carrying of firearms on the Airport by watchmen and guards must be approved by the Airport Director.
- B. For the purpose of this section, a firearm means any weapon or device, including a starter gun, flare gun or the like, which will, or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any matching gun.

For the purpose of this section, a weapon means any dirk, metallic knuckles, "slingshot", billy, tear-gas gun, chemical gun or device, or any other device the principal function of which is to inflict bodily harm or severe discomfort.

- C. No person shall discharge any firearm, weapon or destructive device on the Airport except in the performance of official duties requiring discharge thereof.

- D. No person shall furnish, give, sell or trade any firearm, weapon, or destructive device on the Airport.

3.9 General Conduct

- A. No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.
- B. No person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to the posted or otherwise visually indicated directions applicable to that area.
- C. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property on the Airport is prohibited.
- D. No person shall illegally use, possess, sell, or distribute controlled substances (i.e., drugs, narcotics, or alcohol) on the Airport.
- E. No person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; commit any act of nuisance (including the use of abusive or threatening language); or act in such a manner as to disturb the peace while on the Airport.
- F. Loitering or loafing on the Airport or in any building on the Airport is prohibited.
- G. No person shall engage in, conduct, aid in, or abet any form of gambling on the Airport except entities duly authorized by the Airport to offer games approved by the Oregon Lottery.
- H. No person(s) singly or in association with others shall by his/their conduct, or by congregating with others, prevent any other person or persons lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other person or persons lawfully entitled thereto from moving from place to place, or through entrances, exits or passageways on the Airport.
- I. It shall be unlawful for any person to remain in or on any public area, place or facility at the Airport, in such a manner as to hinder or impede the orderly passage in or through or the normal or customary use of such area, place or facility, by persons or vehicles entitled to such passage or use.

3.10 Hunting and Trespassing

There shall be no trespassing or hunting on the Airport unless authorized in writing by the Airport Director

3.11 Insurance Requirements

- A. Insurance requirements as required by the City's Risk Management Department shall be obtained by a Tenant prior to signing a lease or other types and forms of an agreement. A business Tenant shall annually provide the Airport, without demand, a copy of the Certificate of Insurance from the Tenant's insurance agent, which identifies the Airport as an additional named insured and certificate holder.
- B. Insurance coverage required by the Airport represents the minimum coverage approved and required by the City. However, a Tenant may be required to purchase greater coverage to meet the scope of the Tenant's business activity and requirements of the Tenant's insurance agent and underwriters. The Tenant shall immediately correct any insurance "shortfalls" which may be amended from time-to-time. Insurance requirements are stipulated in the individual agreements, leases, contracts, and permits, and as such may be revised from time-to-time.
- C. When a Tenant who has obtained prior authorization from the Airport Director to sublease its business on the Tenant's Airport leasehold, the Tenant shall require the contracted entity to comply with all applicable Tenant's lease provisions, applicable laws, rules, regulations, and directives, etc. as well as obtaining and maintaining the same insurance conditions as outlined in the Tenant's agreement with the Airport.

3.12 Liability

The City assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, earthquake or other acts of God, collisions, or strikes; nor does it assume any liability for injury to persons or property while on the Airport. Additionally, any person, as a condition for the use of the Airport or any of the facilities thereof, shall release, hold harmless and indemnify the City, the Airport Director and all other officers and employees of the City and Airport, from any and all responsibility, liability, loss or damage resulting to it or them, or caused by or on his behalf and incident to the manner in which the Airport or its facilities shall be used. Notwithstanding the foregoing, airport users shall not be required to indemnify the City for damage occasioned by the sole negligence or willful misconduct of the City, Airport, or their employees or representatives.

3.13 Lost and Found Property

Any person finding lost or abandoned items or articles in the public areas of the Airport shall contact the Airport Administrative Offices and deposit or leave said articles/property therein or therewith. Nothing in this paragraph shall be construed to deny any right of scheduled air carriers or other Airport tenants to maintain lost and found services for property of their patrons, invitees or employees. No person shall willfully abandon any personal property on the Airport. Any luggage or other articles left unattended or deemed to be suspicious may be removed by authorized personnel and may be damaged or destroyed in the process.

3.14 Passengers

Passengers shall be enplaned/deplaned in areas approved by the Airport Director. The Scheduled Airline Operating Agreement Covering Lands and Lease of Terminal shall govern the location and manner in which airlines enplane/deplane passengers. The Airport Security Program shall govern Airport security requirements for all passengers.

3.15 Preservation of Property

No person shall destroy, injure, damage, deface, disturb or tamper with any building, vehicle, sign, equipment, landscaping, fixture or any other structure or property on the Airport. No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools, without permission of the owner/operator. Any property destroyed, injured, damaged or defaced by the negligence or willful conduct of any person shall be paid for in full by the person(s) responsible for such destruction, injury or damage.

3.16 Signage and Advertisements

No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written material without prior written permission from the Airport Director.

3.17 Solicitation, Picketing, and/or Demonstrating

No person shall solicit, offer for hire or sale, or engage in any business or charitable activity of any nature, picket, parade, march, patrol, demonstrate, sit-down, and/or assemble, carry, distribute, or display pamphlets, signs, placards, or other materials, upon, within or from the Airport except with the prior written approval of the Airport Director and only then in designated areas and in conformance with an appropriate permit.

3.18 Smoking

No person shall smoke or carry lighted cigars, cigarettes, pipes, matches, or any open naked flames in or upon any area of the Airport within fifty (50) feet of hangars, fuel storage areas, fuel loading situations, fuel handling vehicles, aircraft being fueled or having fuel drained or in any other place where smoking is specifically prohibited by signs. Smoking in Airport facilities is prohibited. Smoking outside the terminal building is prohibited except in designated locations.

3.19 Sound Amplifying Devices

Sound amplifying devices are prohibited on the Airport except when approved by the Airport Director. Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled Aircraft shall be permitted for carrying announcements and/or airport radio broadcasts in the Airport (Passenger) Terminal Building. No person shall use or cause to be used the Airport's public address system for the solicitation of business. The

public address system shall only be used in accordance with individual Operator or Lessee Agreements.

3.20 Storage of Equipment or Property

Storage of equipment or property not used for aviation or other approved operations or activity on the Airport is prohibited unless specifically provided for by lease or other contractual agreement. This includes recreational vehicles (boats, motor homes, personal watercraft, etc.) and other motor vehicles not specifically used for the authorized operation.

3.21 Trash

Garbage, trash, papers, refuse, or other material shall not be placed, discharged, or deposited on the Airport except in the receptacles provided specifically for that purpose. Trash and other waste containers at the Airport shall not be utilized for the disposal of household trash. The Airport Director shall designate areas that shall be used for garbage receptacles and no other areas shall be utilized. Such areas shall be kept clean and sanitary at all times.

3.22 Use of Public Areas

No person shall use a restroom or other facilities other than in a clean and sanitary manner. Spitting, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited. Use of the public area of any building or area of the Airport for sleeping or other purposes in lieu of a hotel, motel, or other public accommodation is prohibited.

3.23 First Amendment Solicitation

A. Permitted Process And Procedure

1. Any person or organization desiring to engage in non-commercial speech on Airport premises, which speech would be protected under the First Amendment to the United States Constitution, shall be protected in such speech, provided that it will not result in interference with the constitutional rights of others, will not interfere with the operations and functioning of the Airport, and is conducted pursuant to the following procedures.
2. Any person or organization desiring to distribute literature, seek contributions or otherwise communicate with members of the public at the Airport, in the exercise of First Amendment rights, shall first obtain a written permit from the Airport Director. For purposes of obtaining such permit there shall be submitted to the Airport Director a written request on an application form setting forth the following:
 - a. The full name, mailing address (other than a post office box number) and telephone number of the person or organization sponsoring, promoting, or conducting the proposed activities;

- b. The full name, mailing address (other than a post office box number) and telephone number of the individual person or persons who will have supervision of and responsibility for the proposed activities;
 - c. A description of the proposed activities, indicating the type of communication to be involved, including whether donations will be solicited;
 - d. The dates and hours on and during which the activities are proposed to be carried out, and the expected duration of the proposed activities;
 - e. The number of persons to be engaged in said activities at the Airport at any given time;
 - f. A certification that the proposed communications are not obscene, defamatory, or otherwise prohibited by law;
 - g. If donations are to be solicited, a statement signed by the applicant that the applicant represents and will be soliciting donations for the sole benefit of the following, and that the funds will be used for non-commercial charitable use:
 - i. A religion or religious group;
 - ii. A political organization;
 - iii. Other non-profit group or organization.
 - h. If donations are to be solicited, the applicant shall include with the application one of the following:
 - i. A copy of an official Internal Revenue Service (IRS) ruling or letter of determination stating that the applicant's organization or its parent organization are qualified for tax-exempt status under 26 U.S.C. sub-paragraph 501 §(3), §(4), or § (5). (This requirement will be deemed satisfied if the organization is listed in the current edition of or amendment to IRS publication 78, cumulative list of Organizations); or
 - ii. A statement signed by the applicant that the applicant's organization has applied to the IRS for a determination of tax-exempt status under 26 U.S.C. sub-paragraph 501 §(3), §(4), or §(5)j, and the IRS has not yet issued a final administrative ruling or determination on such status.
3. Any organization or person desiring to obtain a permit for any activities referred to herein shall sign an indemnification and hold harmless agreement, indemnifying the Airport, appointed officers, agents, and employees against any claim that might be

made against any of the foregoing by reason of activities conducted by the permittee or its agents at the Airport. This agreement must be included with the application.

4. The Permit granting or amending such request shall be issued with reasonable promptness following receipt of a complete application by the Airport Director, or the applicant shall be furnished with a written statement indicating why the issuance of the permit will be delayed or why a permit will be denied.
5. Should any applicant be denied a permit, such action shall be subject to review by the City Council. Any applicant desiring such review shall make a written request to the City within ten (10) days from the date written notice of denial of the permit is sent to the applicant. When such review shall be requested, the same shall be held at the next meeting of the City Council provided that the request for review is received at least five (5) days prior to such meeting. The City shall mail to the applicant, at the address on the application, written notice of the time and place at which the review will be held, and such notice shall be mailed at least five (5) days in advance of the review date. At the review the applicant may appear, may be represented by counsel, and may present evidence. Upon completion of the review, the City Council shall affirm or reverse the action of the Airport Director, and shall give prompt written notice of the affirmance or reversal to the applicant. Any determination of the City Council adverse to the applicant shall be subject to appeal in accordance with the laws of the State of Oregon.
6. The activities referred to herein shall be conducted strictly in conformity with the terms and conditions set forth in the permit issued by the Airport Director. The Airport Director may cancel or suspend the permit, without prior notice, due to an emergency, overcrowded conditions, or for security reasons. Each permit issued by the Airport Director shall, in accordance with Section 2 below, specify the area or areas in which the applicant's proposed activities may be conducted.
7. Permits will be granted on a "first come, first served" basis. Permits are not transferable except among individuals who have completed and submitted applications for the same permit.
8. In the event that one individual or entity has a demonstrated need for only a part of the area described in the permit, the Airport reserves the right to grant others use of unused space.
9. When there are requests for space at the same time by more persons or organizations than the available areas will reasonably accommodate, the Airport Director shall maintain a waiting list upon which individuals will be placed on a "first come, first served" basis; upon availability, the Airport Director will notify the next individual or organization of its turn to utilize the area. Upon expiration of a permit, the individual or organization may request to be placed on the waiting list again, or may re-apply for a permit if there is no waiting list. No individual or organization may sign up for more than one 30-day period at a time.

10. Each permit shall be issued for a period not to exceed thirty (30) consecutive days. Permits shall not be extended or renewed. A new permit may be issued to the former permit holder upon submission of a new application. In such a case, applicants may be permitted to incorporate by reference any required documentation filed with a previous application, so long as the previous documentation has not expired and is not older than twelve months.
11. Any organization or person who is issued a permit as provided for herein, shall also be issued pre-numbered identification badges by the Airport for the number of persons to be engaged in said activities at the Airport. The person or persons who will have supervision and responsibility for the proposed activities shall be responsible for the badges and shall issue one badge to each person engaged in said activities, and shall maintain a record showing the name and address of each person issued a badge. This record shall be available to the Airport Director, his/her assignee, or any Law Enforcement Officer, upon request at any time during the permit period. Each badge shall display a badge number and the name of the person or organization to whom the permit was issued. Each person engaged in said activities shall wear the badge on the upper and outer clothing in a manner clearly visible to the public during all times he is engaging in said activities. No other badges will be allowed. Prior to the issuance of any badges, the permittee shall pay the City the sum of \$10.00 per badge. All badges must be returned at the termination of each permit.

B. Areas

The City will review from time to time the Passenger Terminal building and associated landside area at the Airport to determine the area(s) which will provide a reasonable opportunity for the exercise of the rights afforded by the First Amendment; and at the same time protect the other users of the Airport from undue harassment, as well as insure the safe, efficient and orderly flow of pedestrian traffic throughout the Airport so that it can be used for the purposes intended and in accordance with its design. The area(s) will be designated on the permit. Such area or areas will be subject to change upon written notice to the applicant, when in the judgment of the Airport Director such change is necessary to the safe or efficient operation of the primary function of the Airport.

C. Prohibited Conduct

No person or organization shall:

1. In any way obstruct, delay or interfere with the free movements of any other person; pin, tie or attach any flower or other symbol, insignia, article or object to the clothing, luggage, or vehicle of any person without their consent; assault or commit battery on any other person; touch any person without their consent; or obstruct and interfere with the conduct or authorized business of the Airport.
2. Use any musical instrument, noise-making device, sound or voice amplifying apparatus, engage in any singing or chanting, or do anything which will reduce the efficiency of or

interfere with the business functions of the Airport without first obtaining approval from the Airport Director, which activity may be restricted to a location and time and manner so as not to impede the authorized business of the Airport.

3. Place a table, bench, chair, sign or other structure on Airport property without first obtaining approval from the Airport Director.
4. Sell any goods or services.
5. Engage in any activity not authorized by a valid permit issued by the Airport.
6. Violate any of the provisions of these rules and regulations.
7. Distribute literature or solicit funds at the Airport without having first complied with the provisions of these rules and regulations relative to obtaining the required permit.
8. Distribute literature or solicit funds at the Airport after the required permit therefore shall have been terminated.
9. Attempt to exercise the privileges under the permit in any area not designated on the permit.

D. Termination of Permit

Any violations of the provisions of this policy or of the certifications made in an application for a permit by any person or organization shall cause the termination of any permit under which they are operating. In addition, a permit may be revoked for any reason for which it could be denied. Upon termination or revocation, the person or organization shall not be eligible to receive a new permit for a period of six (6) months. In the event of such termination or revocation, the Airport Director shall give notice thereof to the holder of the permit, orally or in writing, at the choice of the Airport Director. Upon termination or revocation, the permit holder and all persons present on behalf of the permit holder shall vacate the premises immediately. Any person or organization whose permit shall thus be terminated or revoked may request a hearing thereon before the City Manager, provided that such request shall be made in writing and shall be filed with the City Manager within ten (10) calendar days of the sending of the notice of termination. The City Manager shall mail to the party who requested the hearing the time and place where the hearing will be held; and such notice shall be mailed at least five (5) days in advance of the hearing. At the hearing, the party requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the City shall affirm, revoke or modify the termination, and shall give prompt written notice of its action to the party requesting the hearing. Any determination of the City adverse to the holder of the permit shall be subject to appeal in accordance with the laws of the State of Oregon.

E. Severability

The provisions of this Section shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determinations shall not affect the constitutionality or validity of any of the remaining provisions of this section. It is hereby declared as the City's intent that this Section would have been adopted had such unconstitutional or invalid provision or provisions had not been included herein.

F. Standards to Govern Denial of a Permit

A permit may be denied, orally or in writing, by the Airport Director, upon the following grounds:

1. Receipt of Multiple Requests. A fully executed prior application for the same time and place has been received, and a permit has been or will be granted authorizing activities which do not reasonably permit multiple occupancy of the particular area. Under these circumstances an alternate time will be proposed by the Airport Director to the applicant, if a suitable alternative time is available; or the applicant may request to be placed on a waiting list for the next available time.
2. Dangerous Activity or Location. It reasonably appears that the proposed activity will present a danger to public safety, or health, or convenience of Airport users, or will unduly interfere with normal Airport operations and functioning.
3. Incompatible Use. The proposed activity is of such a nature or duration that it cannot reasonably be accommodated in the particular area applied for; would be inconsistent or incompatible with the purpose(s) for which the area sought to be reserved is normally reserved, or with other uses of the Airport.
4. Failure to Meet Conditions. The application proposes activities contrary to the limitations and conditions specified in these regulations, or contrary to any applicable law, or the application is incomplete.
5. No Responsible Person or Entity. There is no person or entity authorized to sign an application on behalf of a group applying for a permit and/or there is no person or legal entity willing to accept responsibility for the group's adherence to the limitations and conditions of a permit.

SECTION 4. AIRCRAFT OPERATIONS

4.1 Compliance with Rules and Regulations

No person shall navigate, land, fly, service, move, maintain or repair any Aircraft or conduct any aviation activity, upon, within or from the Airport other than in conformity with these Rules and Regulations and all applicable federal, State, and local statutes, ordinances, and regulations.

4.2 License Requirements

Only Aircraft and airmen certificated by the Federal Aviation Administration shall operate on or from the Airport. This restriction shall not apply to Aircraft owned or operated by the Federal Government or to Aircraft licensed by Foreign Governments having a reciprocal agreement with the United States covering the operation of the Aircraft in the United States.

4.3 Control of the Airfield

The Airport Director shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to refuse takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when the Airport Director considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Director determines the condition of the Airport or any part thereof to be unsafe for taxiing, landings or takeoffs, the Airport Director shall issue, or cause to be issued, a Notice to Airmen (NOTAM) closing the Airport or any part thereof.

4.4 Disabled Aircraft

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

death of any person, or for any injury to any property arising out of such removal or disposal of said Aircraft.

4.5 Instructor and Student Responsibilities

Instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is operating an Aircraft independent of an instructor, it shall be his or her sole responsibility to observe and abide by these Rules and Regulations.

4.6 Starting or Running of Aircraft Engines

No person shall start or run an Aircraft engine unless a qualified, certificated pilot or mechanic is attending the Aircraft controls and only in the locations designated for such purposes by the Airport Director. No Aircraft engine shall be started without appropriate fire extinguisher equipment readily available. Aircraft engines shall not be operated in such position that persons, structures or property may be endangered by the path of the Aircraft propeller slip-stream, jet blast or rotor-wash.

4.7 Aircraft Parking and Storage

Aircraft shall be parked only in those areas designated for such purpose by the Airport Director and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, and/or parked vehicles. Unless otherwise provided in an Agreement with the Airport or authorized FBO, no person shall use any area of the Airport for the parking and storage of Aircraft, other than transient parking, without prior written permission of the Airport Director. Should a person use such areas for Aircraft parking or storage without first obtaining the prior written permission of the Airport Director, the Airport Director may remove and store the Aircraft at the expense of the Aircraft Operator without liability for damage that may arise from or out of such removal or storage.

4.8 Abandonment; Derelict Aircraft

No person shall park or store any aircraft in non-flyable condition on Airport property, including leased premises, for a period over ninety (90) days, without a written permit from the Airport Director.

No person shall store or retain aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved by the Airport Director, in writing.

Whenever any aircraft is parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this section, the Airport Director shall so notify the owner or operator thereof by certified or registered mail, requiring removal of said aircraft within fifteen (15) days of receipt of such notice, or if the owner or operator be unknown or cannot be found, the Airport Director shall conspicuously post and affix such notice to the said aircraft, requiring removal of said aircraft

within fifteen (15) days from date of posting. Upon the failure of the owner or operator of said aircraft to remove the aircraft within the period provided, the Airport Director shall remove the aircraft from the Airport. All costs incurred by the City in the removal of any aircraft as set forth herein shall be recoverable against the owner or operator thereof.

4.9 Securing Aircraft

No person shall leave an Aircraft unattended on any area of the Airport, including leased premises, unless properly secured. Securing of Aircraft shall be the sole responsibility of the owner and/or operator of the Aircraft.

4.10 Aircraft Cleaning

Aircraft shall not be washed on Airport property, except in areas and in the manner approved by the Airport Director. Wastewater from Aircraft washing operations shall be disposed of in accordance with all applicable local, State, and federal environmental rules and regulations.

4.11 Taxiing into or out of Hangars

Aircraft engines shall not be operated in any hangar. No Aircraft shall be taxied into or out of a hangar under its own power.

4.12 Aircraft Maintenance

- A. Any aircraft owner may perform Federal Aviation Regulation (FAR) Part 43 authorized operator maintenance on his/her owned aircraft provided such maintenance or service is performed by the aircraft owner or his/her employee.
- B. Any owner or approved employee who performs such maintenance shall do so in the City designated self-maintenance area; within the confines of an individual private T-Hangar; in a joint-use hangar, provided such activity does not pose a fire or safety hazard and does not impede the ingress/egress of other hangared aircraft, or on the aircraft owners leased apron area except in individual tie down spaces. Any aircraft owner utilizing an employee to perform aircraft maintenance shall be required to provide the Director evidence of employment in a form acceptable to the Director. Social Security records, workmen compensation records, corporate identification, etc. shall be deemed acceptable evidence of employment. Maintenance other than FAR Part 43 authorized owner maintenance performed on the aircraft by the aircraft owner or his/her employee will be at the City designated self-maintenance area or another location on the Airport approved by the Director. Use of the tiedown areas for maintenance shall be prohibited unless otherwise approved by the Director.
- C. An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform “scheduled” maintenance on his/her aircraft at the Airport unless said company or contractor is a Maintenance FBO leasing space on the Airport and licensed by the City to provide aeronautical services to the public.

“Unscheduled” aircraft maintenance by a non-based maintenance company or contractor is permitted provided the aircraft owner notifies the Director of this activity in advance and the company or contractor presents to the Director proof of proper FAA license and certificates to perform aircraft maintenance, proof of public liability insurance, and the Airport Director can identify a satisfactory area on the Airport where the “unscheduled” maintenance service can be performed. City notification shall consist of the aircraft owner contacting the Airport Director and providing written documentation supporting the above requirements. “Unscheduled” maintenance is limited to the following:

- Warranted maintenance work that requires repair or additional attention by the warranting company.
- A malfunction that prevents the aircraft from being taken to another airport for maintenance.
- Maintenance work requiring a specialty service which is not being provided by an existing FBO operating on the Airport.

D. All aircraft maintenance shall be conducted strictly in accordance with the Airport Rules and Regulations; all federal, state, and local fire and safety regulations; all federal state and local rules and regulations, air worthiness directives, and other applicable rules and regulations.

4.13 Aircraft Deicing

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished on the air carrier ramp, south FBO ramp, and the north FBO ramp. Use of chemical substances for the purpose of removing snow and/or ice shall comply with all U.S. Environmental Protection Agency regulations.

4.14 Access to Air Operations Area

Only the Airport Director may grant unescorted access to the AOA. Granting of access does not give any person or persons the privilege of unrestricted use of the space within the airfield boundary fence. Access privileges are confined to the times and areas required for the purpose access is granted.

4.15 Self-Servicing of Aircraft

Aircraft Operators are permitted to fuel, wash, repair, or otherwise service their own based Aircraft (utilizing their own equipment), provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and all other applicable regulatory measures.

An Aircraft Operator may hire an individual as an employee to provide, under the direction and supervision of the Aircraft Operator, services on the Aircraft Operator’s Aircraft. Such services

may only be provided by an employee of the Aircraft Operator utilizing the equipment of the Aircraft Operator.

4.16 Careless or Negligent Aircraft Operation

No person shall operate an aircraft on a public aircraft parking and storage area, public landing area, taxiway, or public ramp and apron area in a careless or negligent manner or in disregard of the rights and safety of others. No Aircraft shall be taxied or towed on any area, other than areas normally used for the operation of Aircraft, without the express prior written approval of the Airport Director.

4.17 Rotorcraft Operations

Except in emergencies, no landing or take-off of rotorcraft shall be made except on designated Airport runways, taxiways or ramps, without express written permission from the Airport Director. Rotorcraft shall park (and/or operate) in the areas operated and managed by the FBO. Rotorcraft shall not be operated within 50 feet of any building or within 100 feet of any area where light Aircraft are parked or operating.

4.18 Aerial Spraying, Crop Dusting and Fire-Bombing Operations

No person shall conduct aerial spraying, crop dusting or fire-bombing operations from any part of the Airport without written permission from the Airport Director to conduct such operation, with an assignment to a specific area, if available, from which to conduct the operation. The permittee shall post with the Airport Director a \$1.0 million cleanup bond and provide liability insurance coverage for bodily injury and property damage including chemical premises liability. The amount of this coverage will be determined by the Airport Director. Further, the permittee shall execute a hold harmless and indemnification agreement which releases the City from liability associated with the operation.

The permittee shall demonstrate that the storage and handling of toxic chemicals, the methods for washing aircraft and their chemical tanks, and the procedures established for recovering, storing and disposing of the contaminated wash water shall be in accordance with federal, State and local laws and regulations. Additionally all facilities and procedures must be inspected and approved by the City Fire Marshal. Spillage of such materials on Airport grounds or pavement shall be reported immediately to the Airport's Aircraft Rescue Fire Fighting Department, and the operator shall be fully liable for the removal of said materials and/or the restoration of grounds or pavements damaged by the spillage. The handling of materials shall further be governed by the provisions of Section 7, as applicable, of these Rules and Regulations.

4.19 Aircraft Accident and Incident Reporting

Operators of Aircraft involved in accidents or incidents requiring notification of the FAA, NTSB or insurance company and occurring on the Airport shall notify Airport Operations as soon as possible, and make a full written report of the accident or incident to the Airport Director within twenty-four (24) hours. The report shall include names and addresses of those involved and all

details of the accident and the Aircraft involved. When a written report of an accident or incident is required by the FAA, a copy of such report shall be submitted to the Airport Director at the same time.

4.20 Flying Clubs

- A. A flying club is not a commercial aeronautical activity serving the public but is an organization for the purpose of providing its members with one or more aircraft for their personal use and enjoyment. The club is considered as an individual aircraft owner. Since flying clubs are not commercial aeronautical activities serving the public they shall be exempt from the Airport Minimum Standards upon satisfactory fulfillment of the conditions contained herein.
- B. The club shall be an entity (corporation, association, or partnership) that is not-for-profit and is organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. Each member must be a bona fide owner of the aircraft or stockholder in the corporation. The aircraft access rights of all the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft including avionics/aircraft upgrades as well as acquisitions, and engine reserves.
- C. Flying clubs may not offer or conduct commercial aeronautical activities including, but not limited to, charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction, except for regular members, and provided that such instruction is offered by a registered member qualified as a flight instructor as set forth in the Airport Minimum Standards. Only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is contracted for from a flight instructor who is authorized by the City to do business on the Airport. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by the flying club, shall not be restricted from doing maintenance work on aircraft owned by the club, and the club does not become obligated to pay for such maintenance work, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
- D. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment.
- E. The flying club, with its permit request, shall furnish the Airport Director a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence, its roster or list of members including names, addresses, and telephone numbers of officers or Airport Directors, the number and type of aircraft,

evidence that aircraft are properly certificated, evidence that ownership is vested in the club, and the operating rules of the club. This information shall be updated on an annual basis by the club. Any and all records of the club shall be available for review at any reasonable time by the City or its authorized agent in the event a formal written complaint is filed against the club.

- F. The flying club shall comply with all applicable federal statutes and all regulations including, but not limited to, those promulgated by the FAA and TSA.
- G. The flying club shall comply with all applicable state and local statutes, rules and regulations including, but not limited to, those relating to tax, fire, building, and safety matters.
- H. The flying club shall comply with all applicable local, state, and federal environmental statutes and regulations including, but not limited to, requirements for the disposal of waste oil and other potentially hazardous substances and for the refueling of all aircraft when authorized.
- I. The flying club shall submit with its application proof that adequate public liability and property damage insurance is provided in sufficient amounts as promulgated by the State of Oregon to protect the operation and City from legal liabilities resulting from this activity. Proof of insurance shall be updated annually by the Club.
- J. The flying club shall agree to indemnify and save harmless and assume the defense of the City, its agents, employees, and officials from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments; and pay all attorneys' fees, court costs and other costs incurred in defending such claims, as may accrue against, be charged to, be recovered from or sought to be recovered from the City, its agents, employees or officials by reason of or on account of damage to the property of, injury to, or death of any person arising solely from the negligence or acts of omission of the flying club at the Airport.
- K. In order to be recognized as a flying club by the City, the club must certify in writing that it will comply at all times with the Airport Rules and Regulations established by the City for flying clubs.
- L. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Airport. A public hearing shall be held for the purpose of considering such termination. Written notice of the hearing shall be sent by the Airport Director via registered mail, return receipt required, to the president of the flying club, or to such other representative as may have been designated by the president. Notice shall be sent at least ten days prior to the scheduled date of the hearing. It shall also be published once in a local newspaper at least one week prior to the hearing.

4.21 Specialized Aeronautical Activities

Specialized Aeronautical Activities, as defined in the *Airport's Minimum Standards for Commercial Aeronautical Service Providers* require coordination and approval by the Airport Director.

Operation of ultralight aircraft into the airport traffic area, and their landing, parking and take-off, require prior coordination and must comply with 14 CFR Part 103. The Airport Director has the authority to approve/disapprove requests for use of airport facilities for hot air balloon launches, experimental aircraft tests, surplus military aircraft tests, home-built aircraft tests and parachute drops when the parachute landing zone is on Airport property. The Airport Director will coordinate these activities with the FAA Air Traffic Control Tower Manager when appropriate. Operation of these specialized aeronautical activities shall require proof of liability insurance in an amount and form required by ordinance or as approved by the City Risk Manager.

4.22 Landing Fees

Aircraft shall not land or take off from the Airport unless the Aircraft Operator has paid the fees and charges that may be assessed from time to time by the City for such use, unless the Aircraft Operator is exempt from payment of certain fees or unless the Aircraft Operator is entitled to use the Airport without making such payment as stipulated in an agreement with the City.

4.23 Based Aircraft Registration

Aircraft based at the Airport (commercial or non-commercial) must be registered with the Airport Director or an authorized FBO. Registration information must include the following: Aircraft Make and Model, Registration Number, Gross Takeoff Operating Weight, and Aircraft Owner Name, Address, and Phone Number. Based Aircraft Operators must have a Tiedown or hangar agreement with either the Airport or an authorized FBO.

SECTION 5. VEHICLE OPERATIONS

5.1 General

- A. The operation of motor vehicles on the Airport shall occur in accordance with these Rules and Regulations, City Code, and all other applicable State and City laws relating to the operation of motor vehicles on streets and public highways. No person may operate a motor vehicle on the Airport unless they hold a valid motor vehicle operator's license for the type of vehicle they are operating.
- B. All vehicles operated on Airport roadways must at all times comply with any lawful order, signals or direction by authorized personnel. When traffic is controlled by signs or by mechanical or electrical signals, such signs or signals shall be obeyed unless directed otherwise by authorized personnel.

- C. The Airport Director is authorized to place and maintain such traffic signs, signals, pavement markings, and other traffic control devices upon Airport roadways, parking facilities and other Airport property as required to indicate and carry out the provisions of these Rules and Regulations to guide and control traffic.
- D. Vehicles on Airport roadways shall be operated in compliance with the roadway speed limits prescribed by the City as indicated by posted traffic signs.
- E. No person shall clean or make any repairs to motor vehicles anywhere on the Airport other than in designated shop areas for that purpose, or as provided for in lease agreements with tenants. Minor repairs necessary to remove inoperable motor vehicles will be permitted if done within a reasonable period of time according to the circumstances, otherwise the Airport Director may order such vehicle towed from the premises at the owner's expense and liability.
- F. Vehicles found to be blocking or obstructing Airport operations, in violation of posted signs, and/or in violation of the Airport Security Program will, at the discretion of the Airport Director, be removed. If any such vehicle cannot be moved because of needed repairs, the Airport Director may order it towed from the Airport at the owner's expense and liability.
- G. In all cases, Aircraft Rescue and Fire Fighting vehicles have the right-of-way.

5.2 Authorization to Move Vehicles

The Airport Director has the discretion to remove, or cause to be removed at the owner's expense from any restricted or reserved area, any roadway or right-of-way, or any other area on the Airport any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety, security, or operations problem. The City shall not be liable for damage to any vehicle or loss of personal property which might result from the act of removal.

5.3 Pedestrians

Pedestrians in marked crosswalks shall have the right-of-way at all times over vehicular traffic.

5.4 Tenant and Employee Parking

All employees of companies, organizations or agencies having tenancy on the Airport shall park only in designated parking areas.

5.5 Motorcycles and Bicycles

Every person riding a motorcycle or bicycle upon a public access Airport roadway shall be granted all rights and shall be subject to all duties made applicable to the driver of a vehicle, except as to rules and regulations which by their nature can have no application; such cycles are strictly prohibited from operating or parking on lawns or sidewalks.

5.6 Vehicle and Driver Regulations on the AOA

- A. The Airport Certification Manual and Airport Security Program shall govern the manner in which vehicles may be driven on the AOA.
- B. No motor vehicle shall be permitted on the AOA unless specific permission has been granted by the Airport Director.
- C. Motor vehicle owners will be required to have a minimum liability insurance coverage of \$1.0 million combined single limit to operate on the AOA. The vehicle owner will be required to furnish the City verification from the insurance carrier that the vehicle is insured when being operated on an AOA.
- D. Any person causing a violation of the Airport Security Program adopted pursuant to 49 CFR 1542, and/or 14 CFR Part 139, for which TSA or FAA fines the City, shall reimburse the City the amount of the civil penalty.
- E. Except where otherwise controlled by the City, all vehicles operating on or across taxiways or runways shall be equipped with two-way radios and must be in continuous communication with the Air Traffic Control Tower except when under escort by a Vehicle properly authorized and equipped. The installation of two-way radios shall not be construed as license to operate a Vehicle on the AOA.
- F. No person shall drive a Motor Vehicle or other equipment between an aircraft and the passenger gate, when passengers are boarding or debarking from the aircraft or the aircraft is maneuvering.
- G. Aircraft taxiing on any runway or taxiway shall have the right-of-way over vehicular traffic.
- H. All persons operating ground vehicles on the AOA are required to participate in an FAA approved training course for the operation of ground vehicles on the Airport as provided by the City. All persons operating ground vehicles are required to sign a statement to be kept on file by the City that they are familiar with the rules and regulations, including the consequences of non-compliance with safety procedures for ground vehicles, and that they agree to abide by such rules and regulations.
- I. Any person in violation of any of the procedures for the safe and orderly access to, and operation of a vehicle on the AOA shall be subject to disciplinary actions, including removal from the Airport or termination of any lease or use agreement as may be deemed appropriate by the Airport Director. Each authorized vehicle must display an approved rearview mirror tag in the vehicle that enters the AOA area. Authorized tag will be issued upon completion of the FAA approved training course.

5.7 Commercial Vehicle Operator Procedures

All individuals, partnerships and corporations operating commercial vehicles (limousines, taxicabs or buses) on the Airport for the purpose of transporting persons or passengers for hire shall do so in accordance with these Rules and Regulations, Redmond City Code, and all other applicable State and City laws.

5.8 Airport Parking

- A. No person shall stop, park or leave any vehicle along the terminal curbside at the Airport except while in the immediate process of passenger pick up or drop off.
- B. No person shall park a vehicle at the Airport other than in a designated parking area.
- C. Individuals with parking permits issued by the Airport shall park only in compliance with the issued parking permits.
- D. Where parking is allowed at the Airport, a person shall park a vehicle only within a dedicated parking space.
- E. No person shall park at the Airport in violation of a parking limitation, parking restriction, or other parking regulation sign posted for the parking area.
- F. No person shall stop, park or leave standing any vehicle at the Airport, whether attended or unattended, in those areas designated in Oregon State Code 811.550 except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device.
- G. In addition to the above provisions, all other provisions of the City Code shall continue to apply to the Airport.
- H. Per City Code, a violation of this section is an Airport Parking Violation. In addition, any vehicles in violation of this section may be immediately impounded or towed at the vehicle owner's expense.

SECTION 6. FUELING

6.1 Authorization

Only authorized personnel trained in the safe operation of the equipment being used and in the required procedures shall fuel aircraft. Refueling, defueling, and fuel storage on the Airport, including associated equipment, shall conform to all applicable federal, State and local laws, ordinances, rules, and regulations. Fuels shall only be stored and dispensed on the Airport by those entities having written authorization from the Airport Director.

6.2 Compliance

Refueling, defueling, and fuel storage on the Airport, including associated equipment, shall conform to all applicable federal, State and local laws, ordinances, rules, and regulations including, but not limited to the following:

- Applicable provisions of 14 CFR Part 139
- Applicable provisions of 40 CFR Part 112
- Applicable NFPA guidelines including, but not limited to, the latest version of NFPA 407, *Standard for Aircraft Fuel Servicing*
- Applicable provisions of Air Transport Association (ATA) Specification 103 – *Jet Fuel Quality at Airports*
- FAA Advisory Circular 150/5230-4B, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports* (or latest version)
- Environmental Protection Agency regulations
- Oregon Department of Environmental Quality regulations
- City of Redmond Fire Marshall
- Oregon State Fire Marshall

These provisions also apply to self-fueling of aircraft.

6.3 Fueling Operations

- A. No Aircraft shall be fueled while one or more of its engines are running, except when accomplished under procedures approved by the FAA and consistent with proper safety procedures.
- B. Starting an Aircraft when there is any flammable liquid on the ground in the immediate vicinity of the Aircraft is prohibited.
- C. All fueling operations shall 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 the case of emergency.
- D. Trained personnel shall be present during the entire fueling operation of an air carrier aircraft in accordance with 14 CFR Part 139.
- E. No aircraft shall be fueled or defueled while inside any building, hangar, or enclosed space.
- F. No air carrier Aircraft shall be fueled or defueled while passengers are on board, unless a passenger loading bridge, ramp, or portable stairs, is in place at an open and manned cabin door and an Aircraft Rescue Fire Fighting (ARFF) vehicle is standing by the aircraft. Only persons authorized by the air carrier or Airport Operations, in pursuit of official duties, shall be permitted in the immediate vicinity of an Aircraft while the Aircraft is being fueled or drained of fuel.

- G. No person shall engage in an Aircraft fueling or fuel draining operation without proper fire extinguishing equipment readily accessible at the point of fueling or fuel draining operation. Fuel service personnel shall be trained in the use of appropriate fire extinguishing equipment.
- H. No person shall start any engine of an aircraft if there is any flammable or combustible liquid or other volatile fluid on the ground within fifty (50) feet of the Aircraft. Smoking or the lighting of an open flame or any source of ignition is prohibited within fifty (50) feet of any fueling operation.
- I. All fueling and fuel draining operations shall be suspended during lightning disturbances within a five (5) mile vicinity of the Airport.
- J. Fuelers shall provide for the adequate handling and disposal of all trash, waste, petroleum products, and other hazardous materials, including but not limited to, used oil, solvents, and other waste in accordance with federal, State and local laws.
- K. Motor vehicles and other equipment shall be fueled on the Airport only from approved locations and dispensing devices.
- L. Fuelers shall provide pumps for dispensing aviation fuels from a fixed location or dispensing truck. These pumps shall be equipped with metering devices that meet all safety standards of the aviation fueling industry and the FAA. The metering devices must be inspected, checked, and certified by appropriate State and local agencies.
- M. No fuel vehicle designed for, or that is employed in the transportation of fuel, shall be operated on a taxiway or runway at any time without express prior permission from the Airport Director to operate that vehicle at that place and time.
- N. Only those fueling vehicles that are actively engaged in fueling air carriers are permitted to temporarily park on the terminal ramp. Fueling vehicles are authorized to park on the terminal ramp no earlier than one hour prior to the scheduled aircraft arrival time and shall be removed from the terminal ramp immediately following its departure. The number of fueling vehicles permitted to park in designated areas on the terminal ramp shall be determined and assigned by the Airport Director.
- O. All fueling vehicles shall be identified by the type of fuel and fuel octane when applicable, in addition to any other marking or placards required by federal, State, or local law.
- P. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a bonding device to prevent ignition of volatile gases or liquids. During fueling and defueling, the Aircraft and the dispensing apparatus shall both be bonded.
- Q. Fueling and defueling operations shall be conducted with adequate fire extinguishers that are immediately available. All extinguishers shall be inspected and certified as required

by law and all personnel involved with fueling operations shall be properly trained in the use of fire extinguishers.

6.4 Fuel Spill Prevention and Procedures

- A. Persons engaged in the fueling of Aircraft shall exercise care to prevent overflow or release of fuel and shall be responsible to promptly report any fuel spill and to immediately clean up any spillage. All costs associated with the spill shall be the responsibility of the person causing the spill.
- B. Each fueling operator is responsible for keeping supplies including approved absorbent material, and a vacuum or other mechanical device in close proximity to possible spill areas. The operator is also responsible for training anyone involved in fueling to mitigate a spill.
- C. The handling and removal of fuel contaminated material is under the direction of the Airport and will be in accordance with all applicable federal, State and local regulations.
- D. In the event of a fuel spill, regardless of the amount spilled, the operator must immediately stop fueling, take steps for containment of the spill and notify Airport Operations. The fueling may not continue until Airport Operations has determined that it is safe to do so.
- E. Primary responsibility for the prevention of fuel spills rests with the airline, refueling operator, FBO or other entity that caused the spill. They are also responsible for the clean-up of fuel spills including the proper disposal of any contaminated material used in the process.
- F. Disposal of pre-flight testing fuel shall be disposed of in compliance with all federal, State and local regulations and in containers designated for this purpose. It is the responsibility of the airline or entity performing pre-flight fuel testing to provide such containers and train personnel in their use.
- G. Violations will be issued for failure to comply with fueling rules and regulations including the removal of individual's Airport issued ID badges.

6.5 Training

All personnel engaged in fueling operations shall be trained in accordance with federal regulations and the Airport's Airport Certification Manual. Records of training and qualifications of those persons engaged in fueling operations shall be maintained as required by federal regulation. Training records shall be available for review by Airport Operations.

6.6 Self-Fueling

Self-fueling is permitted on the Airport in designated areas. No person may conduct self-fueling on the Airport without complying with all applicable City codes and regulations and executing a self-fueling agreement with the Airport Director. Fuel flowage fees apply to this activity.

6.7 Fuel Storage Tanks

No person shall install, maintain, or permit to be installed a fuel storage tank without a written agreement from the Airport Director. All approved tanks must be installed and maintained in accordance with all federal, State and local laws, regulations and ordinances. All fuel storage tanks on the Airport must be registered with the appropriate governing bodies.

SECTION 7. FIRE SAFETY AND ENVIRONMENTAL HAZARDS

7.1 Applicability and Compliance

All persons, companies, and agencies engaged in any activity at the Airport, whether occupying Airport owned buildings or otherwise, shall comply with all applicable federal, State, and local fire regulations and applicable lease terms.

7.2 Flammable Solids and Liquids

The use and storage of all flammable materials (solid and liquids) shall be in compliance with the Oregon Codes Annotated, the Uniform Fire Code, and the Airport's Storm Water Pollution Prevention Plan and other Rules and Regulations included herein.

7.3 Fire Extinguisher and Equipment

- A. The tenant of any hangar or building on the Airport shall be responsible for the furnishing and maintaining of adequate first aid and fire equipment meeting the minimum requirements of applicable local, State or federal regulations. All extinguishers and other such equipment shall be inspected annually as required by State and City.
- B. All tenants or lessees of hangars, aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least two (2) 20# B, C fire extinguishers, one located on each side of the vehicle. Extinguishers shall conform to applicable NFPA Standards.
- C. Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than fire fighting or fire prevention. All such equipment shall be maintained in accordance with the standards of the NFPA. Tags showing the date of the last inspection shall be attached to each unit, or records acceptable to Fire Underwriters shall be kept showing the status of such equipment.

- D. All fire doors and other fire prevention apparatus shall be accessible and kept unobstructed at all times.

7.4 Open Flames

- A. No person shall initiate or maintain any open fire of any type, including barbequing charcoals, wood fires, propane gas grills and natural gas grills, etc., on any part of the AOA without permission from the Airport Director. Additionally, no open fire shall be allowed on Airport property if such fire would normally require a City permit unless prior permission from the Airport Director has been obtained.
- B. Every person observing any unattended or uncontrolled fire on Airport premises shall immediately report it directly to 911 and Airport Operations. No person shall make any regulation or order, written or verbal, which would require any person to take any unnecessary delaying action prior to reporting such fire.

7.5 Use of Flammable Materials

No person shall smoke, use matches, lighters, or other means of kindling fire in any hangar, shop, room or building on the Airport, except in designated smoking areas.

7.6 Discharge of Combustible Liquids

No tenant, shipper, individual or other entity shall permit or cause to be permitted the discharge of flammable or combustible liquids or any waste liquid containing crude petroleum or its products into or upon any street, highway, drainage canal or ditch, storm drain, flood control channel, lake, waterway, or the ground on the Airport.

7.7 Heating Equipment

All heating equipment and fuel burning appliances installed on the Airport shall be listed by an appropriate testing agency for its intended use and shall comply with the requirements of the Uniform Mechanical Code and the applicable standards of the National Fire Protection Association.

7.8 Storage of Materials

- A. No person shall keep or store material or equipment in such manner as to constitute a fire hazard or be in violation of applicable NFPA codes, standards and recommended practices, City of Redmond Codes, Standard Operating procedures, or Operational Directives of the City.
- B. Gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, or other flammable gases or liquids, including those used in connection with the process of "doping" shall be stored in

accordance with the applicable codes, standards, and recommended practices of NFPA. Buildings shall be provided with suitable fire appliances and first aid equipment.

- C. No person shall keep, transport, or store lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage in compliance with the applicable codes, standards and recommended practices of NFPA, FAA regulations, and the City.

7.9 Spill Cleanup Procedures

- A. The immediate cleanup and removal of materials used to clean up spilled or dripped fuel, oil, grease or other material is the responsibility of the Aircraft/operator or the tenant causing the spill. The operator will be responsible for all costs, including any Airport expenditures.
- B. Each loading/unloading station and each fueler shall have a supply of absorbent cleaning materials on hand to sufficiently clean fuel spills less than six (6) feet in any dimension or to initially control a fuel spill in excess of six (6) feet in any dimension.
- C. Any spill or dripped fuel, oil, grease or other material which is flammable or detrimental to the pavement shall be cleaned immediately.
- D. Spilled fuel, oil, grease or other material shall not be washed or flushed or allowed to flow into any storm drain system.
- E. Materials utilized to clean up spilled fuel, oil, grease or other material shall not be disposed of in any container used for disposal of other non-contaminated trash, garbage, etc. Materials used to clean up fuel, oil, grease or other material shall be disposed of by approved methods in accordance with all local, State and federal ordinances/laws.

7.10 Prohibited Wastewater Discharge

In order to protect the sewage system from damage, destruction, deterioration, misuse or malfunction and to guard against hazards to life and limb:

- A. No person shall cause the discharge of any polluted water into the storm sewers or into watercourses that traverse the Airport. Persons who allow contaminants to enter the storm water system, either intentionally or unintentionally shall be liable for the cleanup of such spill and any fines levied.
- B. No user shall increase the use of processed water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with pollutant specific limitations developed by the City.

7.11 Duty to Notify

Primary responsibility for prevention and cleanup of spills rests with the individual airline, FBO, person or other entity causing the spill. Persons involved with any hazardous material or chemical spill, regardless of the size or amount, shall immediately notify Airport Operations. Notifications should include the type of material spilled, amount, time, location, if contained, and any other pertinent information available. Additionally, if any claim, demand, action or notice is made against the person regarding the person's failure or alleged failure to comply with any environmental laws, the person shall immediately notify the Airport Director and within twenty-four (24) hours submit a written report to the Airport Director, and shall provide copies of any written claims, demands, actions or notices so made.

7.12 Motorized Ground Equipment around Aircraft

No person shall park motorized ground equipment near any aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of an emergency.

7.13 Operating Motor Vehicles in Hangars

No person shall operate a motor vehicle in any hangar while occupied by aircraft unless its exhaust is protected by screens or baffles, as recommended by the NFPA.

7.14 Aircraft Electrical and Electrical Systems

- A. Radio transmitters and similar equipment in aircraft shall not be tested or operated within a hangar with dynamotors running unless all parts of the antenna system are at least one (1) foot removed from any other object. No aircraft shall be placed, at any time, so that any fabric-covered surface is within one (1) foot of an antenna system.
- B. No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within (300) feet of an aircraft fueling operation, aircraft fueling truck or flammable liquid storage facility, unless an approved shielding device is used during the radar operation.

7.15 Electrical Equipment and Lighting System

- A. Vapor or explosion-proof electrical equipment and lighting systems shall be used exclusively within hangars or maintenance shelters. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- B. All power operated equipment or electrical devices shall be shut off when not in actual use.

- C. The aircraft electrical system shall be de energized on any aircraft upon which work is being done within any hangar or structure by disconnecting the battery or power source.

7.16 Use of Cleaning Fluids

Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100 degrees F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with recommendations of the NFPA. Disposal of any cleaning fluids shall be in accordance with federal, state and local guidelines.

7.17 Aprons, Buildings, and Equipment

- A. All persons on the Airport shall keep all areas of their leased premises, or areas used by them, clean and free of oil, grease, and other flammable material. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other trash or rubbish. Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space; drip pans shall be placed under engines and kept clean at all times; and clothes lockers shall be constructed of metal or fire-resistant material. Only approved boxes, crates, paint or varnish cans, bottles or containers shall be stored in or about a hangar or other buildings on the Airport. Solvents in drums shall have approved containment.
- B. No person shall use flammable substances for cleaning hangars or other buildings on the Airport.
- C. All drums containing any hazardous material including but not limited to oils, cleaning fluids, antifreeze, transmission fluid, etc. shall have secondary containment system in case of any spill or loss of material.

7.18 Containers

- A. No tenant, lessee, concessionaire, or agent thereof doing business on the Airport, may keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport.
- B. No person shall operate an uncovered vehicle to haul trash, dirt, or any other material on the Airport without prior permission of the Airport Director.
- C. No person shall spill dirt or any other materials from a vehicle operated on the Airport.

7.19 Repairing Aircraft

- A. No person shall repair an aircraft or aircraft engine, propeller, or other aircraft apparatus in any area of the Airport other than those areas specifically designed for such repairs, except

that minor adjustments or repairs may be made while the aircraft is at an aircraft parking position prepared for departure.

- B. Aircraft repairs in storage areas of hangars shall be limited to inspections and replacements of parts and repairs incident thereto, provided such repairs do not involve appliances using open flames or heated parts.
- C. The starting or operating of aircraft engines inside any hangar is prohibited. This shall not be construed as prohibiting the use of tractors with NFPA approved exhaust systems when moving planes within any hangar.

7.20 Doping, Spray-Painting and Paint Stripping

- A. The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within any hangars is prohibited. The process of doping will be carried out as set forth in NFPA Standards and City Code.
- B. For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation and protection of spraying booths and the storing and handling of materials shall be in accordance with NFPA Standards and City Code.

7.21 Power Activated Tools

No person shall use power or explosive cartridge-activated tools or fastening devices anywhere on the Airport without prior written authorization of the Airport Director.

SECTION 8. AIRPORT SECURITY

8.1 Airport Security Program

All persons using the Airport are subject to the Airport Security Program pursuant to Transportation Security Administration Regulation (TSAR) Part 1542.

8.2 Air Carriers

Air carrier tenants required to have a Transportation Security Administration approved Aircraft Operator Standard Security Program (AOSSP) shall maintain a current copy at the Airport.

8.3 Challenge

All persons who are provided access to the Airport Restricted Area shall reasonably challenge any person not displaying proper identification media while in the Airport Restricted Area. Any person challenged to display an approved Airport identification media shall do so immediately upon request. Challengers are not expected to place themselves or others in a dangerous situation and shall not approach when they feel making a verbal challenge would do so, but

rather the challenger is obligated to notify Airport Operations or the Airport Police in such instances.

8.4 Doors and Vehicle Gates

- A. At no time shall any Airport Restricted Area access gate be left open and unattended in a manner that would allow unauthorized access.
- B. Security doors leading into the Airport Restricted Area shall be kept locked as required by the Airport Security Program.
- C. Automated vehicle gates are for vehicle access only. No pedestrians shall use an automated vehicle gate for pedestrian access.
- D. Tenants shall be responsible for doors and gates located in their leased areas. Tenant security doors leading into the Airport Restricted Area shall be keyed to the Airport master keying system.

8.5 Employee Access Investigations

Employee access investigations in accordance with TSA regulations (49 CFR Part 1542) and the Airport Security Program shall be conducted by employers for each employee. Certification of completion of the access investigation is required prior to issuance of any access materials.

8.6 Escorting

Any person with an Airport-issued or approved identification badge may bring a non-badged person into the Airport Restricted Area and provide continuous escort if the non-badged person has a valid reason for being inside the Airport Restricted Area. A continuous escort requires that the escorted person remain in close proximity to the Airport identification badge holder at all times while inside the Airport Restricted Area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

8.7 General Aviation Aircraft

General Aviation aircraft are prohibited from entering the commercial passenger areas of the Airport unless otherwise coordinated in advance with Airport Operations and the Air Traffic Control Tower.

8.8 Identification Media and Access Cards

- A. Identification media and access cards issued by the Airport are property of the Airport and must be surrendered upon the request of Airport Operations personnel or Airport Police.

- B. No person shall loan or provide Airport identification media or access cards to anyone other than to whom the media was issued.
- C. Airport-issued or approved identification media must be properly displayed on the outermost garment, above the waist, all times while within the Airport Restricted Area.
- D. Airport-issued or approved identification media shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the identification system.

8.9 Restricted Areas

Only those persons specifically authorized by Airport Operations with proper personnel and vehicle identification are allowed access to the Airport Restricted Area, AOA or Security Identification Display Area (SIDA) unless otherwise provided for under the Airport Security Program.

Pedestrians or motor vehicle operators that are observed in areas other than those designated for public use without authorization by the Airport Director will be considered trespassing and subject to arrest.

8.10 Security Fence Line

A minimum clear area of ten (10) feet should be kept between the security fence line and any object that may be used to conceal persons along the fence line or that would aid any individual in gaining access to the Airport Restricted Area. A minimum clear area of five (5) feet shall be kept between the security fence line and any object that may be used to conceal persons along the fence line or that would aid any individual in gaining access to the Airport Restricted Area unless specifically approved by the Airport Director.

8.11 Security Screening

All persons desiring to enter a sterile area are subject to security screening by TSA.

8.12 Tailgating

No person or vehicle shall enter the Airport Restricted Area through an access gate that was opened for an authorized person or vehicle unless under the direct escort and control of an authorized person. All persons and vehicles using any airfield access gate shall ensure the gate is secured behind them prior to leaving the area to prevent unauthorized access.

8.13 Tenant Security

Tenants and tenant employees are responsible for safeguarding doors, gates, and other forms of passageways between Airport Restricted Areas and public areas. Tenants are responsible for

safeguarding aircraft and other private property entrusted to their care within the Airport Restricted Area or other locations on their leased premises.

8.14 Violation of Security Regulations

Violation of security regulations may result in the immediate revocation of security privileges and future entry into the Airport Restricted Area may be denied. Any fines levied against the Airport for security violations will be charged to the offending individual and tenant.

SECTION 9 PENALTIES

9.01 Removal of Persons

Any person or persons who fail to leave the Airport or a specified area thereof, or any person or persons who knowingly or willfully violate these rules and regulations or who refuse to comply therewith, after proper request to do so by an authorized representative of the City shall be subject to removal from and denial of access to the Airport for such period of time as may be specified by the Airport Director. Persons holding leases, permits or operating agreements with the City may also have their contract privileges terminated for such violations. Furthermore, such person shall be regarded as a trespasser upon Airport property and subject to civil and/or criminal charges for violations to other federal, State, or City laws and regulations.

Any person who feels that he/she has wrongfully been removed from the Airport, or denied access thereto, pursuant to these Rules and Regulations, may request a hearing thereon before the Airport Director provided that such request shall be made in writing and shall be filed with the Airport Director within ten (10) calendar days of such removal or denial. The party filing such request shall give his/her name and address. The Airport Director shall mail notice of the date, time and location of such hearing to the Person requesting same, and such notice shall be mailed at least five (5) days in advance of such hearing date. At the hearing, the Party requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the Airport Director shall affirm, revoke or modify the termination and shall give prompt written notice of its action to the Person requesting the hearing. Any determination of the Airport Director adverse to the Person requesting the hearing shall be subject to appeal in accordance with the then applicable laws of the State of Oregon.