



City of Bend Code Chapter 1.30.005 authorizes the City manager to adopt administrative regulations, policies and guidelines to implement the City Managers Authority under Section 24 of the Bend City Charter.

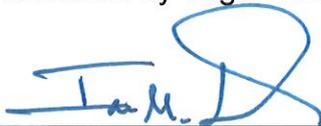
All regulations, policies and guidelines adopted by the City Manager shall be consistent with the City of Bend Charter, the Bend Code, and Council ordinances.

This policy may be updated from time to time upon review by legal counsel and authorization by the City manager.

Authorized by City Manager

  
Eric King  
City Manager

Reviewed by Legal Counsel

  
Ian Leitheiser  
Assistant City Attorney

Dated: 8-17-18

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Preamble:

Our thanks to the Cedar City Airport and Airport Manager Jeremy Valgardson for permission to use their policy as the starting template for this document.

This document is not intended to address all situations and is designed to be easy to amend as changing circumstances, regulations and economic realities require.

The use of the Word format is intentional and the format chosen was based on ease of making edits and changes as needed.

Use of good judgement, input from those most knowledgeable of the subject matters and the understanding that the airport exists for pilots using aircraft to further commerce and personal travel goals will provide a solid background for implementing this document.

The FAA, in its role as the aviation arm of the US Department of Transportation, provides guidance and funding for the Bend Municipal Airport. As part of that process the City of Bend has agreed, by accepting the funding and agreements, to continuously work to ensure that the Bend Municipal airport meets its obligations by complying with Grant Assurances and FAA specifications during construction projects and every day operations.

The Airport cannot favor one competitor over another and is obligated to encourage competition in all of its legal forms and to avoid economic discrimination for any class of aviator.

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## **PART I INTRODUCTION**

**Goal:** Use efficiently as possible all airport properties with current or potential access to a runway in such a manner as to allow the maximum number of aircraft safe and unfettered access to the runway and taxiway system for the purpose of flight.

Bend Municipal Airport (KBDN) is a General Aviation airport owned by the City of Bend, Oregon and located in Deschutes County, outside of the City of Bend city limits.

The Airport is a public use facility served by general aviation for passenger carriage and cargo, air charter and air taxi operators, military aircraft, flight schools, aerial firefighting, crop dusters and medical transport operators. It is used by aircraft owners, operators, pilots and passengers for their air transportation needs, businesses and recreational flying activities.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for the City of Bend and its citizens. It is representative of the City's desire and commitment towards an economically sustainable future.

The government of the City of Bend, representing the people of Bend, Oregon supports the Airport and its activities and intends to do that which is necessary and consistent with all applicable law to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the needs of all who use the Airport and rely on its services.

The Bend Municipal Airport operates as a Division of the City of Bend Economic Development Department.

These Rules and Regulations and Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities(as may be amended) . Moreover, to the extent that the Airport or City has undertaken Federal Grant Obligations and has made certain Federal Grant Assurances, it is the policy of the Airport and City to abide by all such Obligations and Assurances. In the event of a conflict between these Rules and Regulations and the terms of any Federal Grant Obligations and/or Federal Grant Assurances, the terms of the Federal Grant Obligations and/or Federal Grant Assurances shall supersede and control.

**PART II**  
**GENERAL PROVISIONS**

**CHAPTER 1 Purpose**

These Airport rules and regulations and minimum standards, hereafter referred to as "regulations and standards" are designed to establish the necessary regulations and standards for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Bend and Deschutes County. These regulations and standards are intended to be reasonable, attainable, uniformly applied, non-arbitrary and non-discriminatory. These regulations and standards apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

These regulations and standards do not pertain to scheduled Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military.

In situations where the application of these provisions conflict with any law, FAA regulations or FAA 5190.6b guidance (as may be amended) then those laws, regulations or guidance documents will prevail.

Compliance with FAA grant assurances will be a primary goal and is required by our grant agreements with the FAA. Compliance with the FAA grant assurances is required for eligibility for FAA grant Funding through the Airport Improvement Program (AIP) which is dedicated to the improvement and maintenance of airports. The City maintains this compliance and associated funding on behalf of the airport tenants, pilots and users to ensure the continued viability of the airport for their use.

## **PART III**

### **RULES AND REGULATIONS**

#### **Chapter 1 Introduction**

All activities including but not limited to aeronautical activities at the Airport, all aircraft operations not under the jurisdiction of the FAA at the Airport, and all business and other activities at the Airport; shall be conducted in accordance with these regulations and standards. All pertinent rules, regulations, orders and rulings of the FAA and the Oregon Department of Aviation (ODA), as appropriate, are made a part of these regulations and standards by this reference. The City of Bend will operate the airport for the use and benefit of the public to make it available to all types, kinds, and classes of aeronautical activity on fair and reasonable terms and without unjust discrimination.<sup>1</sup> In the event of any conflict between these regulations and standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail. The City of Bend reserves the right to deviate from these policies when it is in the best interest of the City to do so.

In situations where claims involving safety are made the City of Bend recognizes that the FAA is the final authority in determining what, in fact, constitutes a compromise of safety as defined by the Airport Grant Assurances. (also see AC 5190-7 section 1.2 b. )

City of Bend Code provides the legal framework and authority for those actions regulated by the City of Bend as sponsor of the Bend Municipal Airport. Those codes relevant to airport operations follow and are subject to change. The most current version of the Bend City Code is located on the City of Bend web site and is available from the City of Bend Recorders office upon request. The following is not a complete listing of all codes applicable to this policy document and these codes may be amended from time to time.

1 FAA Advisory Circular 5190.6b extensively uses the term "unjust discrimination". The term refers to *Grant Assurance, 22, Economic Nondiscrimination* and is not intended to suggest that discrimination in any other context is acceptable or "just".

#### **CHAPTER 2 City of Bend Codes**

##### **Chapter 1.2**

**DEFINITIONS** Revised 4/15 Revised 5/15 Revised 10/15 Revised 12/15A

**"Airport or aircraft landing facility** means any landing area, runway, landing pad, or other facility designed, used or intended to be used by aircraft, including helicopters, and including all necessary taxiways, hangars and other necessary buildings and open spaces."

##### **1.30.020 Authority Regarding Real Property.**

"E. The City Manager may enter into, extend or agree to an amendment of any lease at the Bend Municipal Airport if the rent to be charged is consistent with the rates established pursuant to the periodic appraisal used to set lease rates at the airport and the lease does not contain special arrangements that would otherwise require Council approval". [Ord. NS-2207, 2013; Ord. NS-2159, 2011]

## **Chapter 1.50 REAL PROPERTY**

Sections:

- 1.50.010 Purpose and Application.**
- 1.50.020 Classification.**
- 1.50.030 Sale of Substandard Undeveloped Property.**
- 1.50.040 Disposal of Standard Undeveloped Property and Developed Property.**
- 1.50.050 Broker Selection.**
- 1.50.060 Acquisition of Real Property.**
- 1.50.070 Transfer of an Interest Other Than Fee Title.**
- 1.50.080 Transfer to Another Governmental Entity.**
- 1.50.090 Special-Case Property.**
- 1.50.095 Exchange of Real Property.**
- 1.50.097 Lease of Airport Property.**
- 1.50.100 Procedures for Specific Types of Properties.**

### **1.50.020 Classification.**



Real property owned by the City is classified as follows:

"E. Airport Property. Any portion of the property at the Bend Municipal Airport not needed for runway, taxiway, and airport operations. Airport property includes all portions of the airport designated for private development in the Bend Airport Master Plan." [Ord. NS-2207, 2013; Ord. NS-2159, 2011]

### **1.50.097 Lease of Airport Property.**



"Airport property may be leased by the City. Lease rates shall be based on the appraisal of airport property lease values that the City obtains every fifth year, but variations may be allowed based on specifics of a particular lease. Because airport property is intended to be leased, the City is not required to declare airport property surplus before leasing it. The City may, but is not required to, issue a request for proposals in connection with the lease of airport property. Leasing authority is established in BC 1.30.020." [Ord. NS-2207, 2013]

## **Chapter 3.05 BEND MUNICIPAL AIRPORT**

Sections:

- 3.05.010 Purpose and Scope.**
- 3.05.020 Use of Airport.**
- 3.05.030 Leases of Airport Property.**
- 3.05.040 Airport Planning.**
- 3.05.050 Competition.**

### **3.05.010 Purpose and Scope.**

The City of Bend owns the Bend Municipal Airport. The purpose of this chapter is to provide guidance and standards for the development of the airport. The airport is currently outside the City limits. The City has authority as the owner of the facility and as the operator of an airport receiving Federal Aviation Authority to adopt the provisions of this chapter. [Ord. NS-2207, 2013]

### **3.05.020 Use of Airport.**

The primary purpose of the airport is to facilitate aviation-related activities. The airport has runways and taxiways available for public use, as well as various aids to navigation. The airport also contains parking, driveway and landscaping. Apart from the areas needed for runways, taxiways, aids to navigation, and parking, driving and landscaping areas and setback areas, the rest of the airport is intended to be leased for aviation-related purposes. Leases may either be ground leases of areas on which the tenant will erect structures or leases of developed areas. [Ord. NS-2207, 2013]

### **3.05.030 Leases of Airport Property.**

Because airport property other than runways, taxiways, aids to navigation, parking, driving and landscaping areas and surrounding setbacks exists to allow development of hangars and other aviation-related facilities and uses, the City may lease any portion of the airport not needed for direct aviation use without declaring the property surplus. Any leases shall comply with [BC Chapters 1.30](#) and [1.50](#). [Ord. NS-2207, 2013]

### **3.05.040 Airport Planning.**

The City is required by federal regulations to adopt an Airport Master Plan as the owner and operator of the airport. Airport Master Plans shall be adopted by Council. Airport Master Plans are intended to provide guidelines for growth and development of the airport. Airport Master Plans may be submitted to Deschutes County for approval as a planning document. Airport Master Plans are conceptual and shall not be used to preclude any Airport tenant from legal use of the tenant's leased space. [Ord. NS-2207, 2013]

### **3.05.050 Competition.**

Consistent with Federal regulations, the City encourages competition among private providers of services at the Bend Municipal Airport and shall not take action to discourage or restrict competition. [Ord. NS-2207, 2013]

## **Chapter 5.10**

### **Airport**

#### Sections:

- 5.10.000 Regulations.**
- 5.10.005 Violation.**

### **5.10.000 Regulations.**

Any person using the Bend Municipal Airport and its facilities shall do so in compliance with the City's Airport regulations. For the purpose of this section, **Airport Regulations** includes any lawful order of the City Manager implementing a duly adopted regulation. [Ord. NS-2142, 2010]

### **5.10.005 Violation.**

A violation of this chapter is a Class B civil infraction. Any persons violating this section may be removed from the property as a trespasser following procedures required by State law. [Ord. NS-2142, 2010]

### **5.35.025 Smoking and Tobacco Use Prohibited on City Campuses.**

A. Definitions. The following definitions shall apply to this chapter:

1. **City campuses** means any City or Bend Urban Renewal Agency (BURA) owned/leased facility where official business is conducted. This includes the interior and exterior of City/BURA buildings including but not limited to City Hall, Public Works/Police, Fire Departments, Municipal Airport, Riverfront Plaza and Hawthorne Station site and the exterior of buildings from the edge of the building to the public sidewalk including parking lots.
2. **City parking structure** means any city-owned structure used for motor vehicle parking, but not including surface parking lots.

3. **Tobacco product** means any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, or any other form of tobacco which may be utilized for smoking, chewing, inhalation, or other means of ingestion.
  4. **Smoking** means any inhaling, exhaling, burning, or carrying of any lighted pipe, cigar, cigarette, or similar product containing tobacco, cannabis, or any similar substance.
- B. The City of Bend prohibits smoking and the use of tobacco products throughout all City campuses and City parking structures.
- C. Exceptions. The prohibition on smoking and the use of tobacco products does not apply to the following areas:
1. Public sidewalks within the public right-of-way.
  2. Areas specified as a designated smoking area.
  3. Within a vehicle in a City parking structure.
- D. "Tobacco Free Campus" signs will be posted at all City campus entrances and signs shall be posted in City parking facilities indicating that smoking and tobacco use are prohibited.
- E. Tobacco receptacles will be placed at the "Tobacco Free Campus" sign locations at entrances to City campuses as a receptacle for tobacco products.
- F. Any City police officer, City code enforcement officer, City Manager or designated representative shall have the authority to request that City employees or members of the public discontinue smoking or other use of tobacco products on City campuses. Any person who fails to discontinue the use of their tobacco products immediately upon request is required to immediately leave the City campus. Failure to comply with an order to discontinue smoking or other tobacco use or leave a City campus constitutes criminal trespass in the second degree (ORS [164.245](#)).
- G. Violation of this section is a Class C civil infraction. [Ord. NS-2184, 2012; Ord. NS-2142, 2010]

### **CHAPTER 3 Airport Manager**

The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport operations consistent with these regulations and standards, those of the FAA and the laws of the State of Oregon. The Airport Manager shall administer these rules, regulations, and standards in a reasonable, impartial and uniform manner so as not to allow discriminatory application thereof.

- a. The Airport Manager will work to ensure that the Airport's primary UNICOM and CTAF frequencies are operated in strict accordance with applicable FCC regulations.
- b. Complaints pertaining to any activity or service at the Airport, if not accommodated satisfactorily by the Airport Manager, may be registered by writing to the Economic Development Director using the appropriate form. The address of the office of the Economic Development Director shall be available through the offices of the City of Bend or the Airport Manager.
- c. The Airport Manager does not act in an enforcement capacity as to the operation of aircraft in flight.
- d. The Airport Manager does not act in an enforcement capacity in regards to fire

code, building codes, building permits or other activities regulated by agencies such as Deschutes County and the State Fire Marshal's office.

#### **CHAPTER 4 Public Use**

The Airport shall be open for public use at all hours, subject to regulations or restrictions due to weather, construction, the conditions of the Airport operational area, and special events and like causes, as may be determined by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all. Reasonable and nondiscriminatory user fees and charges may be established to support the maintenance and improvements of the Airport.

#### **CHAPTER 4 Common Use Areas**

Common use areas include all runways for landing and take-off, taxiways, airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electronic communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All taxi-lanes shall be kept clear and available for aircraft traffic and are common areas unless specifically deemed otherwise. All airplane aprons shall be considered common use areas available for use subject to management agreements that may be entered between Airport Operators and the City of Bend. All aircraft must be parked in marked/approved parking locations. With the exception of approved aircraft fueling vehicles no vehicles, trailers or equipment will be parked in any common use area. Except in emergency situations, no FBO or other Operator or person shall use any common use area for nonstandard purposes without the prior consent or authorization of the City and/or Airport Manager. Common use designations may be changed from time to time by the City of Bend acting through the appropriate City representative such as but not limited to the Airport Manager, Fire Marshal, City Manager and Bend City Council as deemed appropriate.

Deliberate interference with the operation of an aircraft is prohibited and may be considered a violation of FAR 91.11.

#### **CHAPTER 5 Ground Vehicular Traffic and Parking**

Normal traffic laws of the State of Oregon shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. The airport speed limit is twenty-five (25) mph. Except for emergency vehicles or official airport vehicles, no person shall take or drive any vehicle on other than established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager. With the exception of approved fuel trucks, aircraft tugs, and appropriately equipped and operated passenger shuttles no vehicle, unless authorized in writing by the Airport Manager, may operate on taxiways or the runway. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Ground vehicles shall

not be parked and left unattended. The speed limit for any vehicle operated in aircraft movement areas is fifteen (15) mph. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager.

## **CHAPTER 6 Pedestrians**

For their own protection, all pedestrians must remain clear of Airport Operations Areas (AOA) at all times. In general these areas are defined as the runway and taxiways. Pedestrians are only permitted in the AOA if they have an operational need to be in the AOA, such as assisting with glider launching and recovery. Recreational walking, running, bicycle riding or any other activities not directly related to the operation of aircraft is prohibited and will be considered trespass. Pets must be on a leash and under direct control at all times.

## **CHAPTER 7 Exterior Advertising and Signs**

No signs or other advertising shall be placed or constructed upon the Airport or upon any building or structure or improvements thereon without having first obtained approval from the Airport Manager. Signs facing adjacent non-city owned property must meet County sign codes and be approved by the County Building Dept. Signs installed by the City for information or services provided by the City relating to the airport are exempt from this requirement except where County permission is required. These signs may include but are not limited to information on available city hangars or land, contact information, road signs, parking lot signage etc. Signs placed on city property must be removed upon request by the Airport Manager.

Only signs that pertain to aircraft operations and required by the FAA are allowed within runway/taxiway/taxilane/apron areas in accordance with FAA guidelines where applicable.

## **CHAPTER 8 Operators to Keep Rules and Regulations Available**

All operators based at the Airport shall keep a current copy or reference to these regulations and standards posted in hangars or place of business and available for viewing to all who enter. It is the responsibility of all owners of aircraft based at the Airport and pilots who use the Airport to be familiar with the contents of this document. Those operating at the Airport bear the responsibility for compliance and ignorance is not an excuse for violation of any rule, regulation, or minimum standard. Airport Rules and Regulations and Minimum Standards are available electronically at [www.bendoregon.gov/airport](http://www.bendoregon.gov/airport)

## **CHAPTER 9 "Flagging" and/or "Hawking" is Prohibited**

"Flagging" and/or "Hawking" for the purposes of these regulations and standards is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs as approved by the City). The Unicom shall provide unbiased information regarding all airport service providers upon request for services. Unicom shall direct inquiries regarding specific operators by providing the customer with phone numbers or company frequencies as Unicom frequency congestion and safety allows. Unicom will provide information to pilots as to the location of businesses upon request. Discriminatory use of the Unicom, which may lead to "Flagging" or "Hawking" activities among competitors, will be reported to the FCC.

#### **CHAPTER 10 Refuse**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted. Unauthorized use of dumpsters or other waste collection facilities is considered a theft of services.

#### **CHAPTER 11 Approval of Construction**

No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the City. In the event of any construction the City may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with its approval. The City shall consider conformance to the capital improvement plan for the Airport, the Airport Layout Plan and Airport Master Plan prior to the approval or denial of any construction or development at the Airport. The City is not obligated to allow any construction activities regardless of its status on the Airport Layout Plan or in the Airport Master Plan.

An FAA form 7460-1 must be filed with the Airport Manager and approved by the FAA before approval of any construction can be granted.

#### **CHAPTER 12 Waiver of Rules and Regulations and Minimum Standards Provisions**

The City may, at its discretion, waive all or any portion of these regulations and standards for the benefit of any government, governmental agency, or public service entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, disaster relief or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Oregon.

## **CHAPTER 13 Force Majeure**

Nothing contained in these regulations and standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to unforeseen events such as natural disasters or other similar acts of God or nature.

However, should such unforeseen events occur to the extent that the FBO/Operator is not able to conduct business in excess of 30 days, all rents and fees due the City shall be temporarily suspended until such time as normal operations can resume. No compensation for loss of business or income shall be available.

## **CHAPTER 14 Airport Rates and Fees**

The City Council may enact, applicable to all tenants, uniform rates, fees, policies, terms or other actions. In the event that such actions conflict with written agreements the Council approved rates, fees, policies, terms or other actions will prevail.

1. Rates will be determined based on but not limited to the following factors:
  - a. Prevailing consumer price index (CPI)
  - b. Per square foot area
  - c. Rates for like airport facilities.
  - d. Land in the local area if used for non-aviation uses in areas approved for non-aviation uses.
  - e. Rates for Aviation uses will be based on like facilities and land at comparable airports within 400 Statute miles of the Bend Municipal Airport having similar operational and based aircraft counts.
  - f. Apron/taxiway access and general location on airport
  - g. City Council approved rates/fee structure for City owned facilities
  - h. Cost to operate the airport
2. Land Lease Rates are determined by appraisals conducted in years ending in a "0" or "5" and are adjusted per terms of the lease agreement.
3. Due to variations such as but not limited to site location, difficulty in accessing utilities, land use restrictions, financing and other issues the City may, at its discretion, adjust lease rates and terms to reflect these differences.

## PART IV

### AIRCRAFT OPERATION

#### CHAPTER 1 General

Nothing in this document shall be construed to place the City of Bend, Bend Municipal Airport or City staff in a position to regulate or enforce flight activities that fall under the jurisdiction of the FAA. It is the responsibility of the Pilot in Command as to the safe operation of the aircraft.

1. Every person operating an aircraft shall comply with and operate such aircraft in accordance with applicable regulations and standards of the FAA and other appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
2. The Bend Municipal Airport is a non-towered airport. Pilots are strongly encouraged to have radio equipment permitting two-way communications to monitor the Airport CTAF (Common Traffic Advisory Frequency) to obtain Airport advisory information prior to entering the Airport traffic pattern.
3. The official FAA traffic pattern, as noted in the Chart Supplements, is made a part of these regulations and standards and every person operating an aircraft is recommended to follow the designated pattern.
4. Unless a Notice to Airmen (NOTAM) has been issued and except for safety or emergency situations, all aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport. Except in an emergency, landings and takeoffs are restricted to the runway. Taxiways are to be used exclusively for the movement of aircraft to and from runways. Rotorcraft may operate in accordance with safe practices, using any surface in accordance with FAA regulations.
5. The only approved landing surface for fixed wing aircraft is runway 16/34. Except in an emergency, landing on any other surface, including areas between the runway and parallel taxiways, will be considered trespassing and prosecuted as such.
6. In the event the Airport Manager believes the conditions of the Airport
  - i. are unsafe for landings or takeoffs, it shall be within the Managers or his designees authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that such unsafe

conditions may be corrected. Aircraft, personnel or vehicles operating in violation of an issued NOTAM will be considered trespassing.

7. In the event any aircraft is damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the aircraft owner, operator or pilot and/or FBO. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxilanes, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the aircraft owners and or operator's expense if the aircraft is impacting airport operations and the owner and/or operator fails to respond in a timely manner.
8. Damage to airport facilities such as but not limited to taxiway signs, runway lights, PAPI, AWOS or other City owned property will be repaired by the city and all expenses charged to the pilot of the aircraft causing the damage.
9. No individual may approach, hinder, touch, gesture, threaten, harass or communicate via radio with an aircraft for the purpose of harassment when the aircraft is operating on any of the Common Areas. (14 CFR 91.11 - Prohibition on interference with crewmembers. No person may assault, threaten, intimidate, or interfere with a crewmember in the performance of the crewmember's duties aboard an aircraft being operated.)

## **Chapter 2 Helicopter/Rotorcraft Flight School Operating Protocols**

These protocols establish operating procedures for conducting all helicopter/rotorcraft flight school operations at the Bend Municipal Airport. These established procedures help ensure the safety of all aviation users at the airport while still providing an atmosphere where Flight Schools may accomplish student training objectives.

1. All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS.
2. All helicopter/rotorcraft aircraft will utilize established traffic patterns. Fixed wing patterns are on the west side of the airport (right downwind Runway 16). Helicopter patterns are on the east side of the airport (right downwind Runway 34). Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.

3. During airport snow removal operations, airport runways, taxiways and aprons may not be available for use.
4. Avoid the Weather Observation Site, on the north east side of the runway .
5. All helicopter parking must be in locations approved by airport management.
6. All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.
7. At no time is equipment, excluding fuel trucks and aircraft support equipment, allowed to be parked on an airport common use area which includes all runways, taxiways and parking aprons.
8. All rules and regulations apply to all students and instructors and other flight operations.

### **Chapter 3 Noise Abatement Protocols**

All efforts should be made to avoid community/county residential areas for all aircraft operations. Noise abatement protocols are to be followed only when it is safe to do so at the discretion of the PIC. A "Fly Friendly" brochure is available that depicts the known noise sensitive areas.

To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
2. Avoid rotor wing blade slap or fixed wing high RPM operations unless necessary for safety.
2. When departing from or approaching a landing site, avoid prolonged flight over noise- sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.
4. Repetitive noise is far more irritating than a single occurrence. If you must fly over the same area more than once, vary your flight path to not overfly the same buildings each time.

5. When overflying populated areas, look ahead and select the least noise-sensitive route.

**NOTE:**

The above noise abatement procedures do not apply when, in the pilot's judgment, they would result in an unsafe flight path, operation or maneuver.

#### **Chapter 4 Aircraft Parking/Maintenance**

1. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons designated for that purpose. All aircraft parked outside on any airport apron must be properly secured and structurally intact.
2. Operators shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Operators also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by any Operator lease agreement, shall be the asphalt maintenance of the aircraft parking space and tie down anchors, excluding the rope or chain tie-downs.
3. All maintenance to aircraft or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxiways, ramps, aprons, and fueling/service areas. Aircraft may be serviced or have minor maintenance performed when parked in a tie down area.
4. The washing of aircraft, equipment, or items such as fuel trucks, etc. is only permitted in designated areas on the airport or in areas where it will not result in oils, fuels, lubricants, etc. entering the storm water drain system or ground contamination.
5. Painting of aircraft, equipment, etc. other than minor scratch or touch up repair, is not permitted on the airport without first obtaining required federal, state, and city environmental permits and the use of appropriate facilities.

#### **Chapter 5 Fire Regulations**

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

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

1. No person shall fuel or drain fuel from any aircraft while the engine is running or while such aircraft is in a hangar or enclosed space that is not approved for such activity. All fueling procedures shall be in strict compliance with NFPA 407 requirements. (as amended or superseded)
2. No person shall use flammable or volatile liquids in cleaning aircraft engines, propellers, and other aircraft components unless such cleaning occurs in open air or in a facility designed for such use with proper ventilation and equipped with adequate and readily accessible fire extinguishers.
3. Each hangar shall have available appropriately mounted and approved fire extinguishers. All tenants or lessees are responsible to provide and maintain fire extinguishers except in City owned facilities.
4. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with applicable codes and regulations. No person shall store any lubricating oils or fuel on the Airport except in specified and labeled containers or receptacles.
5. All persons on the Airport shall keep all areas of the premises leased or used by them, clean and free of oil, grease, and other flammable materials. Hangar floors shall be kept clean, free from waste materials or other trash and rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care.
6. No person shall smoke or ignite any matches, flares, lighters, or other objects which produce an open flame anywhere within a hangar, shop building, or structure in which any aircraft is or may be stored, or in which any fuel, oil or flammable substance is stored, or within fifty (50) feet of any aircraft or any fueling facilities.

## **PART V** **VIOLATIONS**

### **Chapter 1 General**

Any person may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager, depending on the seriousness of the violation, for security violations, failure to pay required fees, violation of these regulations and standards, violation of City ordinances and laws, Federal Aviation Regulation violations, or violations of all other rules and regulations set forth by the United States government; and, unless provided for elsewhere within this document, in addition, may be subject to any penalties otherwise provided by City ordinance or law, Federal Aviation Regulations, and all other rules and regulations of the United States government. Law enforcement officers or courts may be enlisted to aid in these processes as necessary.

The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within fourteen (14) days of any such removal or ejection, render to the person removed or ejected under this section, a letter to the last known mailing address delineating the specific violation of these regulations and standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within ten (10) days of their receipt of such letter from the City. Requests for appeals must be made in writing within those ten (10) days. The appeal shall be heard by the City Manager. At that time, the City Manager may choose to override the appeal, reduce the amount of time of the ejection, or choose to pursue further action at the City Managers discretion. A decision on the appeal will be rendered in writing within fifteen (15) days of hearing the appeal.

## **PART VI**

### **GOVERNMENT AGREEMENTS**

#### **Chapter 1 War or National Emergency**

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

#### **Chapter 2 Leases Subordinate to Government Agreements**

Any license, authority, lease or agreement entered into pursuant to these regulations and standards shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All airport agreements entered into by any entity operating on the airport is subject to these requirements and must incorporate them into any sub agreement that an operator or individual may enter into.

#### **Chapter 3 Minority Business Enterprises**

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

## **PART VII**

### **AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN**

#### **Chapter 1 Approval Not Required**

Subject to the requirements of applicable federal, state and local law, the City may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master and Layout Plans of the Airport and in its planning and policies in connection with the development of the Airport. However, it is the City's intent to inform FBO(s) and other businesses, tenants, and users of proposed improvements and/or changes to the Airport Master and Layout Plans at the Bend Municipal Airport and to request and consider any and all comments. A copy of the Airport Master and Layout Plans can be obtained through the Airport Manager or from the City Offices.

**PART VIII**  
**RESERVATION OF RIGHTS TO INDIVIDUAL USERS**

**Chapter 1 Explanation of Rights and Duties Imposed**

Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners and operators, tie-down and T-hangar renters and private hangar owners.

1. All individual operators or users as defined herein shall meet and maintain all standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
2. It shall be the duty of all individual users of the Airport to fully inform themselves of and to keep current on all Federal and State aviation regulations and standards and to completely and promptly comply herewith, including regulations set forth by the City, County and Fire Marshal.
3. Nothing contained herein shall restrict or limit the right of aircraft owners, operators and pilots to perform preventive maintenance on their own aircraft which are allowed by the regulations and standards. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal and State regulations, circulars, airworthiness directives, and requirements and such maintenance and repairs shall be conducted within the area designated for owner/operator maintenance, tie downs or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.
4. All individual users shall comply with these regulations and standards regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
5. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity. Approval to deviate from aviation use or commercial/industrial use must be justified and granted by the Airport Manager. Non-aviation use facilities are limited to facilities that do not have direct access to any ramp, taxiway or runway. All uses are subject to approval by the City of Bend and in compliance with Deschutes county codes.

6. Nothing herein shall be construed as restricting the full use and enjoyment of Bend Municipal Airport by all individual aircraft owners, operators, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.
7. Fees are established by City Ordinance and must be paid no later than the 15<sup>th</sup> of each month for all airport related activities occurring the previous month unless an agreement in writing provides otherwise. Billing by the City of Bend is regarded as a courtesy and the written terms of the agreement(s) shall apply. Failure to receive a bill does not waive any obligation for timely payment.
8. Users shall not be compelled to use any operator or business services on non-operator/business leased property, even if accessing user leased property lies within or requires the crossing of operator/business leased property.
9. It is understood that aircraft inherently create noise, dust, high velocity air blasts, strobing lights and other effects on the surrounding areas. Airport tenants and users, by use of the airport, acknowledge these potential affects and will take the necessary steps both to avoid and mitigate these affects by actions such as securely tying down aircraft, closing hangar doors immediately after removing or storing aircraft and avoiding the creation of situations where these effects could have a negative effect on tenants operations or property. In all cases tenants acknowledge that the operational demands of aircraft is the first consideration.

## **Chapter 2 Privacy**

The City of Bend is a public agency and as such is subject to requests for public records by the general public, litigation actions, investigations and other purposes as allowed by law. Questions regarding the release of documents and overall privacy policy should be directed to the City Legal department to obtain the most current rules and regulations in affect.

In general all interactions with the City of Bend and the Bend Municipal Airport should be considered subject to Public Records requests.

## **PART IX**

### **GENERAL REQUIREMENTS for Airport Operations**

#### **CHAPTER 1 Special Events**

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified not less than thirty (30) days in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

#### **CHAPTER 2 Glider Operations**

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

#### **CHAPTER 3 Business Activities**

Subject to applicable orders, certificates or permits of the FAA, or its successors, Grant Agreements with FAA and the laws of the State of Oregon, or unless covered under pre-existing agreement with the City, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or profit-making activities who has not first complied with these regulations and standards and obtained the consent and required approval and/or licenses for such activities from the City and entered into such written leases and sub-leases and other agreements prescribed by the City.

#### **CHAPTER 4 Action on Application**

The City may deny any application or reject any bid or proposal as the case may be, if, as determined by the City it finds any one or more of the following:

1. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicant's proposed operations or construction will create a safety hazard on the Airport; or

3. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or
4. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
5. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or
6. The development or use of the area requested by the applicant will result in depriving existing tenants of currently leased areas in which they are operating.
7. Any party applying, or interested in the business, has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents; or
8. Any party applying, or interested in the business, has a record violating these regulations and standards, or the regulations and standards of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
9. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
10. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
11. The applicant cannot provide documentation to indicate access to the operating funds necessary to conduct the proposed operation; or
12. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance or state or federal law of such a nature that it indicates to the City that the applicant would not be a desirable tenant on the Airport.
13. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

## **CHAPTER 5 Supporting Documents**

All applicants shall submit, as requested, the following supporting documents to the City, together with such other documents and information as may be requested by the City. The City may, at the Cities discretion, conduct a Criminal History Records Check and may require a current Credit Report. A non-refundable initial application fee is required at time of application submission.

- (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. The City of Bend must be listed as Certificate Holder.
- (2) A current address and telephone number.

## **CHAPTER 6 Airport Leases Non-Transferable**

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these regulations and standards. Any attempt to do so is a default in lease that may lead to termination of the agreement.

## **CHAPTER 7 Rates**

Rates charged by any Tenant at its leasehold for hangar space, T-hangar rentals, tie-downs, products and services shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the City whenever subject to change.

## **PART X**

### **GENERAL AVIATION MINIMUM STANDARDS OPERATOR PERMITS, LICENSE, AGREEMENTS**

#### **Chapter 1 General**

The privilege to provide services at the Bend Airport is to be viewed in a permissive sense. An entity wishing to conduct business will be allowed to provide facilities that, in the opinion of the entity, is conducive to their business, competitiveness or profitability to do so. A provider that wishes to provide extensive facilities to further their goals will, within the limits of airport resources, be allowed to do so. This does not set a minimum standard for other tenants outside of the standards set forth in this document by the City of Bend. All such facilities will meet minimum standards if the proposer determines to construct them. An example would be an instructor who wishes to provide flight instruction carrying only the minimum insurance and providing informal ground instruction. Another entity may determine that the maximum benefit could be realized by providing simulators, classes, maintenance services and written test facilities. The airport will allow the entity to provide all of the services the entity desires to provide, within available resources, providing the entity constructs and provides all of the services to these minimum standards. This policy in no way prevents an entity from providing services at whatever level the entity is inclined to do so. Those that do choose to provide specific services must meet the minimum standards inherent in providing those services such as County approvals, site plans, permits, required licenses etc. Certain privileges, such as the commercial sale of fuel, have specific facility and service requirements. Those requirements are not to be construed as binding on service providers that do not provide fuel.

#### **Chapter 2 Purpose**

The following “Minimum Standards” and requirements for general aviation aeronautical activities have been established in the public interest for the safe and efficient operation of the City of Bend Municipal Airport (Airport) to enhance their orderly growth; to comply with federal, state and local government legal requirements; and to provide information to parties operating or desiring to operate at the Airport. These standards, in general, establish minimum levels of service that shall be offered in order to protect the public welfare and prohibit irresponsible, unsafe, or inadequate services. The City of Bend (City) reserves the right to waive these standards, or portions thereof, when it deems, in its discretion, such waiver is in its best interest. They are not intended to limit competition. Many of the existing leases refer to the GAM's. This policy is intended to amend those GAM's to reflect existing conditions.

#### **Chapter 3 General Tenant Responsibilities**

1. Each Tenant shall, upon being authorized by the City, construct physical facilities as soon as feasible.
2. Facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted.
3. Unless covered under pre-existing agreement with the City, each Tenant approved shall enter into a lease agreement with the City which includes an agreement on the part of Tenant to accept, be bound by, comply with and conduct business operations in accordance with these rules and regulations and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these regulations and standards and the relocation or termination thereof as herein provided.
4. Unless otherwise provided by the City, operations of the Tenant shall be conducted in an area of sufficient size to accommodate services for which the Tenant holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.
5. A Tenant shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
6. All complaints against any Tenant for violation of these regulations and standards shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.
7. The Tenant agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Tenant, its agents, employees, servants, guests, or business visitors.
8. To guarantee performance of paragraph (l.) above, the Tenant shall secure, at the Tenants' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Oregon. Copies of all such policies of

insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Tenant's liability to the City.

9. The Tenant shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Tenant may make reasonable and non-discriminatory discounts and rebates.
10. The City may, at its discretion, terminate any lease or other agreement authorizing the Tenant to conduct any services or businesses at the Airport, for any cause or reason provided in these rules and regulations, or by law. In addition upon the happening of any one or more of the following:
  - (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Tenant as bankrupt.
  - (2) The making by the Tenant of any general assignment for the benefit of creditors.
  - (3) The abandonment or discontinuance of any permitted operation at the Airport.
  - (4) The failure of the Tenant to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations and standards and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Tenant to be performed, kept, or preserved, within thirty (30) days from the date written notice from the City has been mailed to delivered to the place of business of the Tenant at the Airport.
  - (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Tenant.
  - (6) The Tenant, or any partner, officer, director, employee or agent thereof commits any of the following:
    - (a) Repeatedly violates any of these rules and regulations; or
    - (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
    - (c) Operates the business of the Tenant in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.

- (7) The discovery that the Tenant, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full disclosure of required information related to its application for an Tenant lease agreement with the City.
- (8) In the event of such termination, the Tenant shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Tenant fail to make such surrender, the City shall have the right at once and without further notice to the Tenant, to enter and take full possession of the space occupied by the Tenant at the Airport by force or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Tenant and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Tenant hereunder shall cease, and the Tenant shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.
- (9) In addition to all other rights and remedies provided in these regulations and standards, the parties shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.
- (10) To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the regulations and standards, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements and all aircraft, equipment, and all licenses and registrations.
- (11) The Tenant shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Tenant, the City or the Airport Manager are made.

#### **Chapter 4 Permit**

No person, including an aeronautical service operator, shall offer or perform a commercial aeronautical activity, operation, or service at the Airport without written authority for such service, operation or activity having first been obtained from the City. Such authority will generally be contained in a permit form, lease, management or operating agreement, with the City. Aeronautical activities of scheduled air carriers and municipal, state, and federal agencies shall be regulated under other appropriate regulations and agreements with the City.

#### **Chapter 5 Exclusive License Prohibited**

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

#### **Chapter 6 Ground Lease, Management or Operating Agreements, Sublease and Structures**

Operators who are required by the nature of the aeronautical activity at the Airport who desire, or who are required to provide or obtain ground space and to occupy structures at the Airport for such activities, shall enter into a lease or management agreement with the City for rental or management of such land and/or structures on such terms and provisions as the City shall require. Operators may also meet these minimum standards by subleasing for space or services from other operators on the Airport. All sublease agreements must first be approved by the City, and proposals shall be evaluated against, and guided by, these Minimum Standards. The City shall allocate ground space to lessees in accordance with the City's policies, Airport Master Plan and Land use plans adopted by Deschutes County (County) and/or the City for Airport development. Such leases or agreements shall operate as a license or permit to engage in the specified aeronautical activity.

1. All structures erected at the Airport shall comply with all applicable building regulations, including fire, electrical and plumbing codes. Structural and architectural design of all structures and signs shall be subject to the City Airside Standards for Development.
2. Termination of Lessee's ground lease or management or operating agreement without other satisfactory arrangements for ground use having been made with the City shall automatically revoke the license or permit of all aeronautical activity, service or operation at the Airport.

## **CHAPTER 7 Non-FBO Fueling Activities**

### **Commercial Fueling Activities**

No person or company may conduct any commercial fueling activities outside their own registered based aircraft at the Airport except for activities conducted by a Tenant operating as a Fixed Based Operator and in accordance with the defined terms within the Tenant's lease. Selling of fuel on airport property is prohibited except by such Tenants who are defined by the City as a Fixed Based Operator.

**Part XI**  
**Aeronautical Activities**

**Chapter 1 General**

These sections describe the categories of aeronautical activities that are permitted at the Airport. Aeronautical activity operators may combine any or all of the categories below except as noted under Category A, Fixed Base Operator, Aircraft Fuel Sales and Ramp Services. Also included within this section are descriptions of aviation related activities which may have a leasehold but may not conduct commercial aeronautical activity, i.e., flying clubs and corporate/private use tenants. Chapter numbers are cross referenced to the previous edition of the GAMS. Current GAMS include regulatory and operational changes to reflect the growth, diversity and regulation changes in the interim. In the case of conflict between these GAMS and any Fire Marshal, County, FAA or other regulatory agency the regulations of those agencies shall prevail.

In each case it is understood that a sufficient and reasonable amount of time must be allowed for each provider to meet the established requirements and secure the appropriate permits, financing, land use approvals and complete construction of facilities if necessary. A general expectation is substantial progress and completion with 18 months of the required facilities and personnel to provide the service.

**Section 1 Section 6.1**

**General- Safety**

**Storage of Aircraft Fuel Trucks, Trailers and other Aircraft Refueling/Defueling Devices**

- a) Unauthorized storage of fuel dispensing equipment is not permitted on Airport property.
- b) Aircraft refueling vehicles and other moveable aircraft fuel containers and refueling devices on Airport property shall be stored outside in an approved storage position as established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time. The said storage position must meet all requirements as defined by the documents referred to in Chapter 3. Fuel trucks may be parked in designated areas of the parking ramps adjacent to aircraft parking or taxilanes.
- c) Multiple aircraft refueling vehicles must meet the minimum parking separation standard as defined in supporting documents in Chapter 3.
- d) No aircraft refueling vehicle, empty or otherwise, may be brought into or

stored inside any building at the Airport.

- e) No more than five (5) gallons of fuel may be brought onto Airport property at any given time unless the operator has applied for and received a self-fueling permit issued by the Airport Manager, or operates as a certified Fixed Based Operator as established by the City. Fuel storage of any kind is not permitted inside any structure of the Airport.

## **Section 6.2**

### **Aircraft Refueling and Defueling**

- a) All aircraft refueling and defueling procedures shall be performed outdoors in designated fueling areas as established by the Airport Manager. Aircraft refueling and defueling procedures must meet the standards previously referred to in Section 2.a of this Chapter.
- b) Open Flames
  - i. Open flames are prohibited on the airside area of the Airport unless approved and permitted by the Airport Manager. Lighted, open flame devices shall include, but not be limited to, the following:
    - c) Exposed flame heaters
    - d) Liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters
    - e) Gas or charcoal cooking grills
  - a. Fire Extinguishers
    - i. All Airport Tenants shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by the City Fire Department. Each fire extinguisher shall carry a suitable tag showing the date of the most recent inspection.
    - ii. Any discharge of any fire extinguisher equipment on Airport property, regardless of the circumstances, shall be reported to the Airport Manager immediately.
    - iii. At least two (2) fire extinguishers, each having a rate of 20-BC, shall be readily available for use in connection with any aircraft fueling operations.

## **Chapter 2 Fixed Base Operator (FBO)**

### **SECTION 6.3**

#### **Category "A" FUEL and Aviation Services Provider FBO**

No person shall sell fuel for commercial use on the Airport until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City; has met the qualifications, standards and requirements of these regulations and standards; and has paid the required fees. There is no limit to the number of FBO's allowed on the airport and all airport businesses are subject to:

*City Code NS-2207, 2013 or as amended: 3.05.050 Competition. Consistent with Federal regulations, the City encourages competition among private providers of services at the Bend Municipal Airport and shall not take action to discourage or restrict competition. [Ord. NS-2207, 2013]*

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To qualify as a Fuel Supplier at the Bend Municipal Airport, an entity must provide, comply or furnish the following:

(1) **Aircraft Charter/Rental Services:** shall have a minimum of one serviceable and well maintained aircraft available on the Bend Municipal Airport. The aircraft may be unavailable for up to three (3) weeks per year due to maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than twenty-four (24) hour notice. All Charter services shall be conducted under 14 CFR Part 135. A copy of licenses/certificates must be furnished to Airport Manager.

(2) **Ground and Flight Instruction:** will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for not less than forty (40) hours per week at the Bend Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(3) **Aircraft engine, propeller & accessory maintenance;** by an aircraft mechanic with inspection authority. The mechanic shall be: (i) available on the airport for a minimum of forty (40) hours per week; and (ii) must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

(4) **Ramp Service:** Perform ramp service, including mobile fueling, for the general aviation public, air carriers, and other persons and firms. Ramp Service may also

include minor repairs performed on the ramp that can be completed during the day in which work was initiated and that do not require major disassembly of aircraft.

(5) **Airport Surveillance:** FBO shall promptly notify the City Airport Manager or designee of any potentially dangerous conditions or hazards existing at the Airport.

(6) **Radio and instrument maintenance, repair & installation;**

(7). **Aircraft Fuel Sales:** Administer, operate aviation fueling facilities, and sell appropriate aviation fuels to the public meeting the requirements for Commercial Fueling:

- a) **Fueling Areas:** Designate a specific area(s) for aircraft fueling and mark such areas, "NO SMOKING", etc. (See NFPA 407 and Federal Aviation Administration (FAA) Circular 150/5230-4)
- b) **Fueling Systems:** Maintain separate fueling systems for grade of fuel provided including separate tanks, filters, pumps and hoses.
- c) **Bonding:** Provide and use adequate bonding (see uniform fire code NFPA) facilities in each fueling area and utilize such bonding during all fueling operations.
- d) **Fire Extinguishers:** Provide fire extinguishers in all fueling areas and on all mobile fueling equipment in accordance with NFPA and FAA standards. Each extinguisher shall be checked, and recharged if necessary, every month or as required by the manufacturer and applicable regulations.
- e) **Fuel Filters:** Fuel filters shall be changed in accordance with the fuel pump and filter manufacturers standards.
- f) **Standards of Fuel:** Provide at least two types of aviation fuel to include Jet Fuel and 100LL (or FAA approved substitute).
- g) **FAA Standards:** Comply with FAA circular 150/5230-4 as amended.
- h) **Fuel Reporting:** Register with the Fuels Tax Branch, State of Oregon Department of Motor Vehicles; provide copies of the monthly fuels tax report to the City (See ORS 319.140) no later than 10 days following the end of each month.
- i) **Meters to be Licensed:** License all fuel dispensing equipment with the Department of Agriculture, weights and measures division

(ORS 618.121).

- j) Tank Capacity: Provide at least 10,000 gallons of fixed (permanent) tank capacity for each type of fuel provided.
- k) Fueling Safety. Standards and Spills: Comply with the requirements of the City relating to spills and other standards as promulgated by the City.
- l) Personnel: Have personnel adequately trained to operate fuel dispensing equipment in accordance with all applicable local, state and federal laws, available during normal business hours.

**(8) Sale of parts.**

(9). **Land Area:** Lease from the City, or sublease from a tenant in good standing, sufficient land on which to locate intended fuel storage and dispensing equipment, buildings, aircraft parking area, tie-downs, auto parking, taxiways, apron and other facilities.

(10). **Building Area:** Construct and/or lease adequate building area, incorporating properly lighted and heated floor space for office, public and customer uses, including but not limited to, pilot waiting and resting areas, conference/meeting room(s), computerized weather reporting equipment, public waiting area(s), restrooms, telephone, public lounge, pilot briefing area, restrooms, kitchen and telephone.

(11). **Personnel:** Have personnel on full-time duty during normal business hours, or as otherwise agreed to by City.

(12). **Airport Surveillance:** FBO shall promptly notify the City Airport Manager or designee of any potentially dangerous conditions or hazards existing at the Airport.

(13) **Comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials.***

(14) **Comply with the Bend Municipal Airport Spill Prevention, Control and Countermeasures (SPCC) Plan.**

(15) **Comply with the Bend Municipal Airport Storm Water Pollution Prevention Plan (SWPPP).**

(16) **Provide Fuel Spill Liability Assurance:** The FBO will be required to provide the Airport Board/City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBOs location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.

(17) **Provide adequate and sanitary handling of all trash, waste and other materials:** including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.

(18) **Comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.**

(19) **Provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services.**

(20) **Provide service hours that best serve the public requirements.** Hours of operation shall not be less than twelve (12) hours per day, seven (7) days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one (1) qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

A FBO may at their option with City approval, subject to compliance with the minimum standards, provide other aeronautical services.

A FBO shall not be required to maintain or operate a repair station approved by the FAA for Category F, Aircraft, Engine, Propeller, and Accessory Airport Maintenance or Category G, Radio and Instrument Maintenance, Repair and Installation.

All fuel sold by the FBO on Bend Municipal Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The Fuel Supplier shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are ten thousand (10,000) gallons of Jet A, and 10 thousand (10,000) gallons of 100LL (or its aviation approved equivalent) aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager.

In accordance with all applicable rules and regulations. Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately and/or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any person operating fuel servicing equipment or any fuel handling equipment shall be qualified to do so. Fuel attendants must participate in line service training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available twenty-four (24) hours seven (7) days per week. Fuel Suppliers may negotiate services for major holidays with the Airport Manager.

All other minimum requirements referenced for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

The FBO shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

### **Chapter 3 Self-Fueling**

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

a. **Fuel Safety**

All transportation, storage and other handling of all fuel including aviation and vehicle fuel shall comply with the Bend Fire Code, FAA Advisory Circular 150/5230-4B, most current version of NFPA 407 Standard, most current version of International Fire Code, all requirements of the Rules and Regulations, and all other applicable laws and standards. The Airport Manager has the right to prohibit self-fueling services at any time if the operation is deemed unsafe for violation of the above requirements.

Permittee shall be solely and fully responsible and liable in the event Permittee's self fueling operations cause or permit hazardous material(s) to be released on Airport property. If any release of hazardous material(s) occurs on Airport property, the material(s) will be removed and secured in accordance with all applicable

government regulations at the Permittee's sole cost and expense. In addition to all other rights and remedies of the City, if the Permittee does not immediately clean up and remove such hazardous material(s), the City may pay to have the material(s) removed and Permittee shall reimburse the City any costs incurred by the cleanup.

Fuel Flowage Fee – Permittees operating self-fueling on the Airport are required to pay the current approved fuel flowage fees as explained in the Airport Rate and Fees Structure. This fee will be paid on a monthly basis. The flowage fee payment must be accompanied by a log listing the quantity and types of fuel dispensed and a copy of the delivered fuel receipts from the distributor.

#### **Chapter 4 Specialized Aviation Services Operators (SASO) at the Airport:**

All Specialized Aviation Services Operators (SASO), herein referred to as Operator(s), desiring to perform the mentioned services in paragraph (b) of this section at the Bend Municipal Airport must have approval of the Airport Manager, hold a valid business license and enter into a lease agreement with the City, and must conform to these regulations and standards. A non-refundable initial application fee is required at the time of application submission. A non-refundable annual fee is required to provide services on the airport. Any commercial fueling of aircraft at the Bend Municipal Airport shall be done by an authorized FBO.

- a. All Operators with their initial application shall furnish to the City:
  - (1) A copy of the applicable FAA certification documents;
  - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
  - (3) A current address and telephone number.
  
- b. Types of Operator services include:
  - (1) Aircraft sales
  - (2) Parts and accessories sales
  - (3) Charter operations which include, but are not limited to: passenger or "air taxi;" freight, or delivery; aerial survey; agricultural spraying, etc.
  - (4) Aircraft rental
  - (5) Flight instruction or ground schools
  - (6) Maintenance services which shall include services in one or more of the following:

- (a) Airframe overhaul and repair
  - (b) Engine overhaul and repair
  - (c) Radio and electrical shop
  - (d) Instrument shop
  - (e) Aircraft interior work
  - (f) Refinishing and painting
  - (g) Interior cleaning
  - (7) Aircraft storage, inside and/or outside
  - (8) Crop Dusting and Spraying
  - (9) Specialized commercial activities
- c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Bend.
- d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these regulations and standards, the Operator shall meet the following minimum qualifications for each of the following respective services that they may intend to provide:

**Chapter 5 Category B Full-Time Flight Instruction and/or Ground School** - The Operator shall provide an office building of sufficient size to provide a suitable classroom with a minimum of two hundred (200) square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport an aircraft suitable for flight instruction which comply with the regulations and standards of the FAA.

**Chapter 6 Category C Charter Operations** - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.

**Chapter 7 Category D. Crop Dusting and Spraying**- An aeronautical activity operator in this category shall comply with all the minimum standards and provide all of the aeronautical activities hereinafter listed:

1. Furnish suitable facilities for the safe loading, unloading, storage and containment of hazardous chemical materials.
2. Furnish a minimum of one aircraft with pilot. The aircraft shall be suitable equipped for agricultural operations with adequate safeguards

against spillage or accidental discharge of chemical spray mixtures or materials on runways and taxiways or dispersal by wind force to other operational areas of the airport. The pilot shall have appropriate and current FAA pilot and medical certificates.

3. Lease from the City, or from a tenant in good standing with City consent, sufficient land and/or building area to provide adequate facilities, including auto parking for employees and customers, aircraft parking, public restrooms and other necessary public facilities reasonable for the operation of the business. The minimum lease term shall be one year.

4. Any hazardous materials handled, loaded and/or stored shall at all times, be handled in accordance with state, federal, City and County laws, rules and regulations. The leased premises by the licensee shall be surrounded with a minimum 6 foot high, chain-linked fence or similar barricade to prevent entry. Any garbage or rubbish which contains or contained agricultural spray chemicals shall not be stored on the Airport premises and shall be disposed of by the licensee of the Airport premises in a lawful manner. No incinerator or open burning is permitted on City property for such disposal.

**Chapter 8** **Category E Aircraft Sales** - The operator shall lease from the City at the Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.

**Chapter 9** **Category F Maintenance Services** - An Operator shall provide a shop building of sufficient size to accommodate the aircraft for which service is intended. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.

**Chapter 10** **Category G Radio and Instrument Maintenance, Repair and Installation:** An aeronautical activity operator in this category shall comply with the following minimum standards, and provide all of the aeronautical activity hereinafter listed:

1. Lease from the City, or from a tenant in good standing with City consent, sufficient land and/or building area to provide adequate facilities, including auto parking for employees and customers, aircraft parking, public restrooms and other necessary public facilities reasonable for the operation of the business.
2. Have available on a full-time basis during normal business hours, or as otherwise agreed upon by City, FAA certified technicians in the field of aircraft electronics and/or aircraft instruments with proper Federal Communications Commission license to conduct complete aircraft transmitter, receiver and antennae repair.
3. Provide satisfactory arrangements for access to and storage of aircraft being worked on.

**Chapter 11 Category H Parts and Accessories Sales** - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business. An aeronautical activity operator in this category shall comply with the following minimum standards, and provide all of the aeronautical activity hereinafter listed:

1. Lease from the City, or from a tenant in good standing with City consent, sufficient land and/or building area to provide adequate facilities, including auto parking for employees and customers, aircraft parking, public restrooms and other necessary public facilities reasonable for the operation of the business.
2. No repairs shall be permitted on the premises, or elsewhere on the Airport, by operator unless permitted under preceding categories "F" or "G".

**Chapter 12 Category I Aircraft Painting** An aeronautical activity operator in this category shall comply with all the minimum standards contained in this document, and provide all of the aeronautical activity hereinafter listed:

1. Lease from the City, or from a tenant in good standing with City consent, sufficient land and/or building area to provide adequate facilities, including auto parking for employees and customers, aircraft parking, public restrooms and other necessary public facilities reasonable for the operation of the business.

2. Comply with all state and federal regulations regarding painting and the storage of painting materials including OSHA and fire regulations.
3. Any hazardous materials handled, loaded and stored shall at the times handled in accordance with state, federal, City, County laws, rules and regulations.
4. Any garbage or rubbish which contains painting chemicals shall not be stored on the airport premises, and shall be disposed of by the licensee off the Airport premises in a lawful manner. No incineration or open burning is permitted on City property for such disposal.

**Chapter 13** **Category J. Hangar Keeper**: An Airport tenant in this category shall comply with all of the applicable minimum standards contained herein, and:

1. Lease from the City sufficient land for lessees exclusive use which shall be improved in accordance with applicable development standards and use restrictions pertaining to the airport.
2. The primary purpose for hangars and the contents stored within said hangars shall be for aeronautical activities and related uses, as defined by the FAA and airport grant assurances. Hangar occupants must comply with all FAA regulations (FARs) and Advisory Circulars (ACs), as well as applicable federal, state, and local regulations governing airport hangar uses.
3. Hangar Keeper assumes all responsibility for compliance on the part of sub-lessees. Self-policing by the Hangar Keeper is expected and lack of knowledge by City of Hangar Keeper's infractions will not be grounds for continued violation of this policy. Hangar Keepers and their agents and assigns are responsible for the full cost of any legal proceedings that may be initiated as a result of non-compliance of these standards.
4. Provide access to all hangars to the City for the purpose of inspection. Provide to the City upon request, a listing of all aircraft stored by type, number, and lessee's name, address and phone number, and a copy of each aircraft's liability insurance policy showing the City of Bend as an additional insured party.

5. Obtain from the City, and maintain in good standing, a commercial activity permit.

**Chapter 14** **Category K. Airport Tenant - Corporate & Private**: An Airport tenant in this

category shall comply with all of the applicable minimum standards contained herein, and:

1. Lease from the City sufficient land for lessees exclusive use which shall be improved in accordance with applicable development standards and use restrictions pertaining to the Airport.
2. Conduct only Non-Commercial Aviation Operations. A tenant in this category is prohibited from engaging in any of the activities of aeronautical activity providers, air commuter service or air carriers, defined elsewhere in these standards, unless specifically approved by the City. Corporate or private operators are expressly prohibited from fueling non-owned aircraft. Fueling of corporate or private owned or leased aircraft by tenant requires express written approval of City and shall be subject to Section 4, Category A, Paragraph 6(a), (b), (c), (d), (e), (g), (h), (i), (k), and (l) and Section 5.1.
3. Aircraft owned by tenant or operated from the property leased to or occupied by the tenant are to be operated by personnel who hold appropriate and current FAA pilot and medical certificates or are to be under the supervision of such personnel.
4. Aircraft Outside Storage -The Operator must hold a lease or management agreement to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
5. Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating

the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.

6. No repairs shall be permitted on the premises, or elsewhere on the Airport, by operator unless permitted under preceding categories "F" or "G".

**Chapter 15 Category L Flying Clubs** All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

1. The clubs shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club or owned ratably by all of its members. The property rights of 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, replacement, and improvement of its aircraft and equipment.
2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
3. The flying club, with its initial application, shall furnish the governing body a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; evidence of insurance in the form of a certificate of insurance in the following minimum amounts: public liability \$100,000 per person; public liability \$2,000,000 per accident;

property damage \$2,000,000 with hold harmless clause in favor of the City, its officers and employees (ten days prior notice of cancellation shall be filed with the City); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club, if applicable. The books and other records of the club shall be available for review at any reasonable time by the City or other representatives of the governing body.

4. A flying club must abide by and comply with all Federal, State and local laws, ordinances, regulations and these regulations and standards.
5. All flying clubs 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.
6. A flying club which repeatedly violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations.

**Chapter 16** **Category M Aircraft Rental Category** - An Operator shall provide the office required by these rules and regulations and shall lease from the City an area on the Airport of sufficient size to accommodate all aircraft that will be used at the Airport.

**Chapter 17** **Category N Independent Flight Instructors**

Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the Federal Aviation Administration (FAA), must comply with the applicable provisions of the following regulations and standards. They are exempt from regular Fixed Base Operator or SASO requirements upon satisfactory fulfillment of the conditions contained herein. Independent flight instructors may not advertise or offer their services to the general public as a service offered at the Bend Municipal Airport.

The expectation is to allow students and pilots the ability to choose or continue using a preferred instructor, not to create an environment for commercial instruction without meeting FBO or SASO requirements, and to recognize a student or pilots right to obtain flight instruction from those they feel most qualified to do so. The independent flight instructor may not employ other

instructors flying from the Bend Airport without meeting all the requirements of an FBO or SASO, as applicable.

1. Individual flight instructors with their initial application shall furnish to the City:
  - a) A copy of the applicable FAA certification documents;
  - b) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
  - c) A current address and telephone number.
2. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these rules and regulations.
3. Independent flight instructions are prohibited from selling or leasing any material goods or services other than those services directly related to the conduct of individual flight training.
4. Independent flight instructors may not lease or rent aircraft to individuals receiving flight training from the independent flight instructor.
5. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.
6. Transient flight instructors, such as those on cross country flights with students, designated examiners and FAA flight check personnel are exempt from this section or the requirements as noted in SASO or FBO.

#### **Chapter 18 Category O Personal Aircraft Sales and Leases**

Nothing contained herein shall prohibit any individual or business from selling and/or leasing personal or business- owned aircraft at their discretion providing that all other applicable rules, regulations and minimum standards contained in this document are complied with.

#### **Chapter 19 Category P Parachute Jumping: Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:**

- (1) Obtain the written permission of the Airport Manager.

- (2) Specify the hours and areas for the drop and issue a Notice to Airmen (NOTAM) as appropriate.
- (3) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.
- (4) Provide to the City an operations manual covering safety, policy and procedures necessary to ensure that the operator has taken the steps necessary to ensure orderly and safe operations in consideration of the parachuters, airport users, airport neighbors and the general public.
- (5) Meet all FAA regulations and requirements and comply with 14 CFR Part 105, "Parachute Operations"
- (6) Meet the standards of the United States Parachute Association (USPA).

**Chapter 20 Category Q Casual Aircraft Mechanics:** An individual, requested by an aircraft owner to engage in occasional commercial airframe, power plant or specialized repair service, must provide as a minimum the following:

- (1) A copy of the applicable FAA certification documents;
- (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
- (3) A current address and telephone number.
- (4) A non-refundable annual fee is required to provide services on the airport.

Casual mechanics may not advertise or offer their services to the general public as a service offered at the Bend Municipal Airport. The expectation is to allow aircraft owners the ability to choose or continue using a preferred mechanic, not to create an environment for commercial maintenance without meeting FBO or SASO requirements. It is a recognition of the aircrafts owner's right to use their best judgement to ensure the safety of their aircraft and passengers. The casual mechanic may not employ other mechanics operating on the Bend Airport without meeting all the requirements of an FBO or SASO, as applicable.

**Chapter 21 Category R Self-Fueling and Fuel Co-ops**

- 1) Self-fueling activities must be performed by the owner or operator of the aircraft using his or her own employees and equipment and following all applicable safety requirements. These services cannot be contracted out.
- 2) Flowage fees do not apply to the use of the self-service fueling facility provided by the Fixed Based Operator or any amount of fuel under five (5) gallons per fueling.
- 3) Fuel Co-ops are not permitted on the Airport.
- 4) All fueling operations shall occur only in areas established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time.
- 5) The Airport Manager or designee has the right to deny self fueling at any time if the self-fueling procedures are deemed unsafe.
- 6) The creation of fuel co-ops is not permitted.

## **Chapter 22 Helicopter/Rotorcraft Flight School and General Operating Protocols**

These protocols establish operating procedures for conducting all helicopter/rotorcraft flight operations at the Bend Municipal Airport. These established procedures help ensure the safety of all aviation users at the airport while still providing an atmosphere where rotorcraft operations may training and operational objectives.

- 1) The Airport has a designated Helicopter Operations Area that is provided for Helicopter arrivals, departures, parking, fueling and hangaring needs. All helicopter operations are strongly encouraged to use this facility designed specifically for helicopter use and to FAA standards for rotorwing use.
- 2) All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS to avoid the creation of dust and FOD blown on to adjacent runway, taxiway, taxilane and hangar surfaces.
- 3) All helicopter/rotorcraft aircraft will utilize established traffic patterns when operating in the pattern. Fixed wing patterns are on the west side of the airport (right downwind Runway 16). Helicopter patterns are on the east side of the airport (right downwind Runway 34). Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.

- 4) During airport snow removal operations, airport runways, taxiways and aprons may not be available for use.
- 5) Avoid overflying the Weather Observation Site, on the north east side of the runway
- 6) All helicopter parking must be in locations approved by airport management.
- 7) All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.
- 8) At no time is equipment, allowed to be parked on an airport runway or taxiway
- 9) Fuel trucks and ground support vehicles or equipment such as deicing or Ground Power Units (GPU) may only be parked in common use aircraft parking areas when being actively used in the maintenance or servicing of aircraft. Fuel trucks may be parked in approved Common Use areas by written agreement with the Airport.
- 10) All rules and regulations apply to all students and instructors and other flight operations.

### **Chapter 23 Noise Abatement Protocols**

All efforts should be made to avoid community/county residential areas for all aircraft operations. Noise abatement protocols are to be followed only when it is safe to do so at the discretion of the PIC. A “Fly Friendly” brochure is available that depicts the known noise sensitive areas.

To improve the quality of our airport environment and protect the airport and it’s users from restrictive political action it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
2. Avoid rotor wing blade slap or fixed wing high RPM operations unless necessary for safety.
3. When departing from or approaching a landing site, avoid prolonged flight over noise-sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.
4. Repetitive noise is far more irritating than a single occurrence. If you must fly over

the same area more than once, vary your flight path to not overfly the same buildings each time.

5. When overflying populated areas, look ahead and select the least noise-sensitive route.

**NOTE:**

The above noise abatement procedures do not apply when, in the pilot's judgment, they would result in an unsafe flight path.

**Chapter 24 Severability.**

The sections and subsections of these Minimum Standards are hereby declared severable, and the invalidity of anyone section or subsection, word, paragraph or sentence shall not effect the validity of the remaining sections, subsections, words, sentences or paragraphs.

## PART XII

### AIRPORT LEASE POLICY

#### Chapter 1 Wait Lists

##### PURPOSE

Wait lists are necessary when the demand exceeds the supply of available hangars, tie downs or leasable lands. To ensure that property is returned to revenue generating status as quickly as possible while ensuring an open and fair process the Airport will maintain wait lists appropriate to the demand as needed. The desire to be placed on a wait list and pay any applicable fees is sufficient evidence that the applicant has a justifiable need for the property under consideration. The City of Bend nor the Airport will exercise judgement on the viability or profitability of the request or consider the affect in regards to competition with existing tenants.

Lacking enough demand for a wait list reverts this policy to a “first come, first served policy” but does not waive any other requirement for consideration as a tenant at the Bend Airport. Multiple tenants requesting the same hangar, tie down or leasable land is not justification for a wait list if other tie downs, hangars or leasable areas are available and, in the airport manager’s opinion, will suffice for the proposed uses(s). The “first come, first served policy” will prevail. Wait lists will be created only when no hangars, tie downs or leasable land is available and all of the hangars, tie downs or leasable lands are occupied by existing tenants.

Applicants requesting a hangar, tie down or to lease land will complete the required forms accompanied by the appropriate fees and submit them to the airport. The date the application is physically or electronically submitted will be the date used on the wait list or to determine the first come, first served status. Payment must be received within 10 days or the application will become invalid. Fees will be credited towards cleaning deposits and initial lease or rental fees when an agreement for an available property is signed.

##### **General**

When the demand for facilities at the Bend Municipal Airport exceeds the supply it creates the need for a comprehensive wait list policy to ensure that potential and existing tenants are treated fairly and that the needs of the airport and FAA grant assurances are met. This policy may be updated from time to time to address changing circumstances or the needs of the airport. Should a conflict between this policy and FAA grant assurances arise the grant assurances shall be followed.

Not all situations or needs can be anticipated and this policy is to be used as a guidance document for the most common situations.

For the purpose of this section the following definitions apply:

**Item:** Automobile, motorcycle, trailer, travel trailer, boats on trailers, motor homes, trucks, cars, portable storage units, materials, equipment etc. fuel trucks, flat bed trailers & any motorized vehicles, etc.

**Tenant:** An individual that owns or leases a hangar, leases ground, rents tie downs, visits the Bend Airport by aircraft or enters into an agreement with the City of Bend in regards to property located at the Bend Airport.

**Applicant:** An individual that submits a city approved form formally requesting a lease for property on the Bend Municipal Airport.

**Long term:** Any period of time that exceeds the storage of any item for seven consecutive days without prior authorization.

**Aviation Related Use:** The storage of aircraft, aircraft related supplies, crew quarters used for “on duty” pilots and not as a residence, other uses as defined by the FAA and Deschutes County as amended from time to time.

**Aircraft:** A device that is used or intended to be used for flight in the air and authorized to use a public use airport receiving FAA grant funds.

**Flyable Condition:** The aircraft can be immediately removed from the hangar and legally flown in regards to FAA airworthy standards for the type of aircraft being flown.

The leasing of airport property is subject to availability of lease areas and to the discretion of the City Manager or designee.

In all cases the City Manager may modify, change, cancel or amend this policy in it's entirety or on an individual basis if it is in the best interest of the City of Bend or Bend Municipal Airport to do so.

An application will be denied if:

- 1) the applicant is in default of any other lease, agreement, or permit,
- 2) In violation of any Airport rules and regulations
- 3) Not currently an owner/part owner of an aircraft, (must show proof) unless the applicant is a business that meets the definition of an aviation related business that has need of the facility being leased such as an aircraft mechanic, paint shop or avionics business that installs radios into aircraft.

Individuals wishing to hangar flyable aircraft in City hangars, with the exception of aircraft

under active construction, have priority over aircraft that are not flyable.

## **Process**

### Applicability- Personnel Managing Wait Lists Created at the Bend Municipal Airport

To establish a wait list the available leases may be listed on the City's Airport Web site or announced via the airport email distribution lists and will be available upon request. The City may, at its discretion, use other methods or media to solicit interested parties. The initial wait lists shall be established by the order the requests, subject to the conditions listed below, are received.

A separate wait list will be created for each type of lease which includes but is not limited to the following:

- a.City owned hangars. Lists include preferences for type of hangar.
- b.Tie downs
- c.Auto parking
- d.Storage units.
- e.Office space

Any individual wishing to lease facilities on the Bend Municipal airport must comply with the following:

- 1) Present, in writing, a signed and dated application for the specific facility requested by the individual using a City approved form for that purpose, ( this can either be dropped off to the Airport managers office or by using the form on the City website). The request must be accompanied by any fees required according to the City rates and fees schedules.
  - (a) Must provide the name and legal status of the responsible party in regards to ownership of the aircraft or items and confirm status of the owner as tenant.
  - (b) Applicant will indicate type of facility or "no preference" when different facilities are available. (ie A-B, D-H, I&J, Blue Hangar, Red Hangar, Executive A&B Hangars; specific tiedowns ie A-12 B-1 etc; )
  - (c) Applicant must specify if they are interested in being considered as a sub-lessee.
  - (d) The date in regards to the wait list ranking shall be the date the request and fees, (where applicable), were received by either the online electronic system or accepted by the designated City employee. If fees are required the effective date will be the date that the final fee was accepted by the City as noted on a formal receipt.
- 2) The application will be reviewed in regards to FAA grant assurances and airport needs.

- (a) For property with aircraft access to the runway the use must be Aviation related. Exceptions may be made, at the discretion of the City Manager or designee.
  - (b) When the application is submitted it will be dated as noted in 1. (D) and the applicant will be provided a copy of the request.
- 3) The individual or business will be added to the bottom of the current list.
  - (a) Businesses with a demonstrated need to expand may be given priority at the sole discretion of the City of Bend.
  - (b) Demonstrated need entails the immediate occupation and use of the leased property for an aviation related use and is subject to further interpretation by the FAA.
- 4) When a property becomes available the wait list will be utilized in the order that tenants were added to the list. Applicant will have priority in regards to their preferred property but, should a property remain available, applicant may accept any property listed on the wait list.
  - (a) The airport will utilize the contact information as provided on the wait list application.
  - (b) The airport will not seek updated contact information but will update the information as requested, in writing, by the individual. Email is acceptable if a confirmation of the update from the City of Bend is received by the applicant.
  - (c) If the airport, using the provided the contact information, is unable to contact the individual within 2 working days the individual will be moved to the bottom of the list and the airport will contact the next individual on the list.
  - (d) If an individual turns down a lease offer he/she will be moved to the bottom of the list and the offer will be made to the subsequent individual on the list.
  - (e) The process will continue until the property is leased or the bottom of the list is reached.
  - (f) If an individual applies during this process and a leased property is available, and the property has been turned down by all individuals on the list, then that individual will be offered the property without re-contacting any individuals on the current wait list.
  - (g) If an individual on a wait list should, after being contacted and declining the offer, determine they desire to lease the property within 10 days of the offering, and the property is still available, that individual may be leased the property without re-contacting individuals on the wait list but their position will be secondary to individuals qualifying under item "f" above.
  - (h) If, at the end of 10 days, the property remains unleased, the leased property will be advertised at large and leased to the first qualified respondent without regard to the wait list.

- 5) Before occupying the leased property the individual must comply with the following. Failure to do so within 7 days of accepting the offer will result in the offer being made to the next individual on the list and being moved to the bottom of the list:
- (a) Provide insurance with the City of Bend, its officers, agents and employees as additional named insured parties.
  - (b) Have a signed City approved lease (due to Council, legal and other reviewers schedules the 7 day limit may be waived for this requirement at the discretion of the City Manager or designee)
  - (c) Fill out any required forms and pay any fees or deposits in advance of occupying the lease hold.
  - (d) Provide the City Manager or designee with any necessary keys and permission to move the aircraft, vehicle or items if needed.

### **Chapter 2 Standard Lease Provisions:**

Lessee and Persons shall enter into a lease, management or operating agreement(s) that shall include, in addition to whatever terms the City may require, standard lease language to include but not limited to provisions for the following considerations:

#### **Aviation Easement**

Tenant's right to use property for the purposes as set forth in this Lease shall be secondary to and subordinate to the operation of the Airport. Landlord specifically reserves for itself, and for the public, a right of flight and passage of aircraft adjacent to or on the surface and in the airspace above or adjacent to the surface of the described property together with the right to cause such noise, dust, exhaust, air movement, strobing lights and other disturbances as may be inherent in the present or future operation of aircraft.

#### **Sponsor's Assurance Subordination**

Leases shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Tenant from erecting, or permitting to be erected, any building or other structures on the airport which, in the opinion of the Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft. This includes requiring tenant to remedy, at tenant expense, any activities or construction done by tenant that affect the airports usefulness, safety or eligibility for federal funding.

Landlord reserves the right to develop or improve the airport as it sees fit, without interference or hindrance on the part of the Tenant.

**Premises and Liability Insurance.** The City imposes certain insurance requirements on all Permittees and Lessees. The types of insurance required and the minimum limit(s) of insurance required for each coverage shall be determined by the City. The types of insurance coverage are outlined below:

- Airport premises insurance.
- Fire insurance.
- Hangar keepers legal liability insurance
- Aviation product liability insurance.
- Automobile liability insurance.
- Aircraft liability insurance.

**Worker's Compensation Insurance:** Operators will be required to obtain the statutorily required workers compensation insurance, for all of its employees engaged in work under the terms of the license.

**General Requirements - All Insurance.** Operators will be required to name the City as an additional insured on Licensee's insurance policies. Each policy shall contain an endorsement entitling City to at least 10 days prior written notice of any material change or cancellation. Insurance policies required shall be placed with companies acceptable to the City and shall be in such form as the City prescribes. A copy of all policies or certificates of insurance thereof satisfactory to the City shall be delivered to City prior to commencement of licensee's operations showing the City as an additionally named insured, a certificate of insurance evidencing the coverage in effect, limits and expiration date. Renewal dates of required policy(ies) shall be extended, as necessary to provide that annual policy renewals shall take place as of the start of the fiscal year following the date that the policy period would renew if it had not been extended.

**Fees.** The fee for licenses, permits, leases and agreements shall be as determined from time to time by the City. These fees shall be due at time of issuance or renewal of license, and shall be payable in such manner as determined by the City and specified in the permit, license, lease, management agreement or other applicable regulation. Airport Administrative Regulation No.1 Authorized: 08/2009 Page 12 of 16

**Exclusive Use of Premises.** Any licensee wishing exclusive use of any premises upon the airport must enter into a lease agreement with the City, upon such terms,

conditions and provisions as contained in the lease agreement. This policy does not grant an exclusive right of any kind.

**Termination of Lease, License, Permit or Agreement.** The failure of a lessee, operator, permittee, or licensee to comply with the terms of the lease, license, permit, management agreement, or operating agreement will give the City the right to terminate the lease, license, permit or agreement.

A lessee, operator, permittee or licensee may appeal any lease, license, permit or agreement termination to the City upon filing written notice of appeal with the City Manager, within 10 days after termination.

**Notice.** All aeronautical activity operators shall notify the Airport Manager or designee in writing of aeronautical activity operator's current mailing address. Any notice given by City to aeronautical activity operators shall be deemed to have been received upon personal receipt, or if mailed, either the date of receipt if mailed by certified mail, return receipt requested, or three days after the date of mailing, whether mailed by certified mail or first class mail, whichever occurs first.

**Operation of Business.** No aeronautical activity operator shall conduct his business so as to cause a nuisance to or unreasonably interfere with the operation of other aeronautical activity operators at the Airport. No aeronautical activity operator shall interfere with the convenience or safety of transient aircraft or other operations of the Airport. If aeronautical activity operator's flight operations interfere with the safety or convenience of other aircraft, airport users, or air operations, the City may impose restrictions upon such aeronautical activity operator.

**Registration of Aircraft and Commercial Pilots:** Any aircraft owned or operated by the licensee and used in its operation shall be registered with the State of Oregon in compliance with ORS 493.030 except as individually registered or covered by a current aircraft dealer's license. Any pilot employed by licensee or any pilot using any of licensee's aircraft shall be registered with the State of Oregon as required by ORS 493.040, except as exempted by said statute.

**Use of Airport Premises.** Operator shall use the airport premises in compliance with all rules and regulations imposed by City, County, state or federal government, including those imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination of Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said rules, regulations or statutes may be amended after issuance of a license, permit, lease or agreement. Airport Administrative Regulation No.1 Authorized: 08/2009 Page 13 of 16

**GAMS** The premises may be used only for the storage of aircraft or other uses that are in

compliance with Landlord's General Aviation Minimum Standards ("GAMS"). Amendments to the GAMS shall be effective when a copy is posted on the City of Bend website and becomes binding on tenant when tenant has been notified of the change via the last known email or sent to the last known physical address. (verification of email delivery or return receipt mail will suffice) City will provide one electronic copy upon request. No other use may be made of the Premises without Landlord's written consent.

### **Term of Lease**

The maximum term for any City-owned facilities shall be five (5) years, with additional five-year (5) extension options when agreed to by all parties. City and tenant may agree on longer terms based on investment and rate of return considerations when it is in the interest of the City to do so.

### **Rates and Fees**

The City Council may enact, applicable to all tenants, uniform rates, fees, policies, terms or other actions. In the event that such actions conflict with written agreements the Council approved rates, fees, policies, terms or other actions will prevail.

### **Construction/Modifications**

No construction/modification may take place without a current and valid Deschutes County building permit posted onsite or written verification from Deschutes County that a permit is not required.

## **Chapter 2    Lease Rate**

1. Rates will be determined based on but not limited to the following factors:

- e. Prevailing consumer price index (CPI)
- f. Per square foot area
- g. Rates for like facilities or land in the local area if used for non-aviation uses in areas approved for non-aviation uses.
- h. Rates for Aviation uses will be based on like facilities and land at comparable airports within 400 Statute miles of the Bend Municipal Airport having a similar operational and based aircraft counts.
- i. Apron/taxiway access

- j. City Council approved rates/fee structure for City owned facilities
2. Land Lease Rates are determined by appraisals conducted in years ending in a “0” or “5” and are adjusted per terms of the lease agreement.
3. Due to variations such as but not limited to site location, difficulty in Accessing utilities, land use restrictions, financing and other issues the City may, at its discretion, adjust lease rates and terms to reflect these needs.
4. The Landlord’s costs for operations of the Bend Airport; the fair market value of the leased premises and the demand for ground space at the Bend Airport.
5. Rates may be adjusted as per section paragraph 4 based on the cost of airport operations which may result in rates remaining at or above the appraised values.

### **Chapter 3   Utilities**

1. Use of City supplied utilities in common areas will be reflected in the lease rates.
2. Unique utilities required in common areas will be the responsibility of tenant.
3. Hook up and cost of utilities to buildings constructed on leased city land shall be the responsibility of the tenant.
4. The City is under no obligation to provide access, maintenance or construction of/to utilities of any kind. Tenant/Operator must make arrangements with the provider(s) of utilities and acquire the necessary easements to connect to such utilities as may be necessary. All connections, easements and construction of utility access lines are at Tenant cost unless Tenant has a written agreement with the City specifically addressing alternative arrangements. City is under no obligation to enter into such agreements and will only do so at it’s discretion.
5. Tenants/Operators will connect to water/sewer utilities, at tenant expense, when utilities are available. City may waive this requirement for “dry” hangars at City’s discretion. Current outside City Limits SDC charges may apply.
6. Unless otherwise provided in the lease agreement with the City, the Tenant/Operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxi-ways, fences and all other facilities and improvements requested or approved by the City as part of the lease for the Operator to carry on the activities or services authorized by the City.

7. The Tenant/Operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services supplied to the operation at the Airport; and all wages or salaries and all rentals, fees and payments to the City.

#### **Chapter 4 Leased Facility Maintenance**

1. City owned
  - a. Tenant will be responsible for proper upkeep of the facility. Uncommon wear or breakage will be the responsibility of the tenant.
  - b. Normal wear or failure of such items as doors, plumbing, fixtures, integrity of the roof, exterior paint, etc. which were part of the original lease agreement shall be the responsibility of the City.
  - c. Items that are normally considered “consumable” or tenant installed such as but not limited to carpeting, interior paint, light bulbs, (if easily accessible) tie down ropes or chains are considered the responsibility of the tenant.
2. Privately Owned
  - a. Tenant is responsible for all maintenance, upkeep, utilities and grounds maintenance for tenants leased property.
  - b. City assumes no responsibility for tenants privately leased property, buildings or equipment.

#### **Chapter 5 Construction/Modifications**

1. Plans and specifications and an FAA 7460-1 Form (if required by City) for any construction required or approved by the Operator shall be submitted to the City and Deschutes County for review and approval within sixty (60) days from successful negotiations of a lease agreement, and construction thereon shall commence within sixty (60) days from Deschutes County Approval of the plans and specifications. The deadlines provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable Deschutes County building codes and other ordinances and the proper permits, including fees, shall be secured and paid for by the Operator.
3. Any modifications made to any facility shall not be removed at lease end without approval of the City.
  - a. Modifications to the facility:

- i. City owned:
    1. When required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the City, given that the use requiring such modifications is agreed to and is part of the original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.
  - ii. Privately owned:
    1. All modifications will be the responsibility of the Tenant.
4. No construction/modification may take place without a current and valid Deschutes County building permit posted onsite or written verification from Deschutes County that a permit is not required.

### **Chapter 6 Inspection**

1. Hangar inspections, necessary to ensure compliance with FAA regulations, will be conducted at least once annually and will be governed by the policies of a separate Airport Hangar Inspection Program.
2. All City owned building tenants must provide the Airport Staff twenty-four (24) hour a day /seven (7) days a week access to the facility to verify Aircraft Inventories, FAA requested searches for missing aircraft, and facility inspections.
3. All other airport lessees must provide the Airport Staff twenty-four (24) hour a day /seven (7) days a week access to the leased grounds to verify Aircraft Inventories, FAA requested searches for missing aircraft, and exterior facility inspections.
4. Access to the interior of privately owned hangars will be upon 24 hours notice to the tenant using the current contact information on file for the tenant to verify Aircraft Inventories, FAA requested searches for missing aircraft, and facility inspections.
5. Access to law enforcement, Fire Marshals or Building code enforcement personnel shall be immediate upon request by such individuals if it is lawful to do so.

### **Chapter 7 Use of Leased Property- Private and City Owned Hangars**

General

It is the intent of the City of Bend to encourage full use and utilization of the Bend airport for aviation and aviation related uses. The leasing or ownership of a hangar is a significant investment by the tenant to ensure that the tenant can protect their aircraft and have full access to the runway/taxiway systems for the purpose of flight. Uses of the hangar that do not interfere with storage of aircraft or violate law, fire, safety or building code or FAA grant assurances are fully supported.

This section applies to all airport tenants, both public and private whether in City or tenant owned facilities on leased property except where specifically noted. It is not the intent to differentiate between private and public tenancies except as required by law to protect the rights and property of the City of Bend.

1. No airport property may be used in violation of FAA grant assurances, land use regulations or applicable Federal, local, or state law.
2. The City, when notified by any agency that a violation has occurred, will provide
  - a. notice of default which will contain the time allowed to correct the violation. The City does not provide tenant notification of or enforce Deschutes County or Fire Marshal regulatory violation and tenant will be cited directly by those agencies. The City considers such regulatory action a default in the lease agreement and will move only to address the default in accordance with lease agreement. A remedy of the violation must be confirmed by the regulatory agency to remove the default status.
  - b. Other defaults under the lease agreement must be cured according the lease agreement.
3. Violations of regulations or law without corrective action as specified by the City or the regulatory agency will result in the termination of the agreement and City may, at Cities discretion, immediately assume ownership of any improvements existing on leased property.
4. All airport agreements contain subordination clauses to FAA grant assurances.
5. If the nature of the violation requires immediate action City may initiate and perform those actions.
6. City owned<sup>1</sup> hangars may be subleased with written permission and sublease created by City. Sub lessee may share in lessees cost of hangar but cannot be charged any additional amount. Sub lessee must be chosen in accordance with the City hangar wait list policy.
  - a. Privately leased land may not be subleased without City approval.

7. A privately owned hangar may be subleased at owner discretion for aviation related uses. City must be notified of and provided a copy of all subleases. Any sublease must comply with standards for hangar and aviation related uses.
8. A City owned<sup>1</sup> commercial lessee may charge for goods and services provided to a customer utilizing lessees services within lessees hangar. Example: An aircraft owner could be charged for towing, retrieving the aircraft and the charging of a battery but cannot be charged for hangaring the aircraft in the city owned hangar unless the lease specifically allows such use.
9. Aircraft in hangars must be registered with the Oregon Dept of Aviation and FAA as required by law.
10. Aircraft must have a current airworthiness certificate
11. Kit Aircraft are not required to be registered or have an airworthiness certificate unless so required by law.
12. Leased ground or tenant built facilities that have access to a runway must be used for aeronautical related activities that require access to a runway.
13. Restrooms, kitchens, showers and office space may not occupy more than 20% of the available floor space or as allowed by building codes, whichever is less unless agreed to in writing.
14. Non-aviation related uses are expressly prohibited except on “non-aviation” designated areas of the airport. Fair market value based on the City of Bend land values will apply.
15. Residential facilities or uses are prohibited.
16. Sleeping facilities are prohibited except as provided below:
  - (1) Crew quarters for aircrews actively involved in flight operations as part of their employment are allowed only to accommodate the nature of the flight operations.
  - (2) Examples of this type of use:
    - (i) Air Ambulance Crews
    - (ii) Corporate aircraft crew when “overnighting” on a temporary basis.
  - (3) Such use must be fully approved and permitted by the regulating agencies including but not limited to Deschutes County and the State Fire Marshal.

## **Chapter 8 Compliance with FAA grant Assurance Hangar Usage Policy**

## General

The FAA has issued regulatory guidance regarding the use of hangars on federally obligated airports, which includes the Bend Municipal Airport. Following are the policy guidelines published by the FAA. They may be updated by the FAA from time to time and the most current published guidelines shall apply. Should a conflict arise between these guidelines and other airport policy, these guidelines shall prevail:

### Use of Aeronautical Land and Facilities

#### Applicability

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

#### I. General

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

#### II. Standards for Aeronautical Use of Hangars

- a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.
- b. Aeronautical uses for hangars include:
  1. Storage of active aircraft.
  2. Final assembly of aircraft under construction.
  3. Non-commercial construction of amateur-built or kit-built aircraft.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.

5. Storage of aircraft handling equipment, *e.g.*, towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b)

f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

### **III. Approval for Non-Aeronautical Use of Hangars**

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. *FAA advance approval of an interim use:* Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. *FAA approval of a month-to-month leasing plan:* An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. *Other cases:* Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

#### **IV. Use of Hangars for Construction of an Aircraft**

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

## **V. No Right to Non-Aeronautical Use**

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

## **VI. Sponsor Compliance Actions**

- a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.
- b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.
- c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.
- d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this

policy, the rental payments due to the sponsor would automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis.

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**Footnotes**

<sup>(1)</sup> The terms "non-aviation" and "non-aeronautical" are used interchangeably in this Notice.

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## **Manufacturing Facilities**

**Definition-** Facilities used to build aircraft or modify or install equipment in aircraft or other types of manufacturing that requires access to the runway.

1. Must be aviation related as defined by the FAA
2. Are not considered "aircraft storage"
2. Must meet all regulatory requirements
3. Are subject to inspection but may require 24 hour notice and accompaniment by manufactures representative due to safety, proprietary processes or equipment.
4. All uses must be directly related to the support and performance of the manufacturing process.
5. Areas not used for manufacturing must be used in conformance with the usage of aircraft hangars.

## **Aircraft Storage Hangars**

1. A currently licensed, registered and insured automobile may be parked in a hangar while the aircraft is in use.
2. Tools used to work on an aircraft, a desk, table, couch, chairs micro-wave and small refrigerator for personal use is allowed.
3. The fabrication, construction assembly and storage of kit aircraft capable of manned flight is allowed.
3. The storage of a currently licensed RV vehicle such as a snowmobile, jet ski, motor

home or boat are allowed under the following conditions:

- a) Aircraft meeting all of the above requirements is actively being stored in the hangar.
  - b) The vehicle is under the direct care, custody and control of the lessee.
  - c) The vehicle is currently registered, licensed and insured in Oregon for its intended use as required by Oregon law at all times.
  - d) Proof of insurance naming the City of Bend as an additional insured must be provided and kept current.
  - e) The vehicle does not have to be moved to either park or remove the aircraft.
  - f) The presence of the vehicle does not reduce the full aircraft storage capacity of the hangar.
  - g) The vehicle(s) is(are) at all times kept in running condition and is/are not allowed to collect dust, refuse or be used as a means to store other items.
  - h) The vehicle will be removed immediately upon notice to the airport that the City of Bend, Deschutes County, FAA, Fire Marshal or other regulatory agency has deemed such storage inappropriate for hangar storage.
4. Kitchen, restroom and cleaning supplies
  6. Items that are combustible and, aviation related or not, such as paper or digital media records or other items that the Fire Marshal determines are a fire hazard due to the nature or quantity of the material is not allowed.
  5. The storage of any other item(s) is prohibited without the written permission of the airport manager and is subject to all of the above requirements and restrictions.

## **Chapter 9 Existing City Owned Leases and Wait Lists**

1. All transfers, subleases or exchanging of hangars must have prior written approval of the City Manager or designee.
2. Alternate hangars
  - a. An existing hangar or tie down lessee may be added to the wait list to secure an alternate hangar or tie down. Their account must be current.
  - b. Lessee will be required to fill out an application
  - c. Lessee will not be required to provide a deposit if they are current on their account.
  - d. Lessee must be the registered owner of all aircraft to be hangared or tied down.
3. Temporary Transfers between Tenants
  - a. When neither tenant wishes to permanently relinquish their respective

hangar or tie down, the tenants, by mutual agreement, may transfer their occupancy for a period not to exceed 5 months to another hangar or tie down with the prior written approval of the Airport Manager or designee.

- b. Temporary transfers require a sublease for each hangar.
- c. If the transfer is to become permanent tenants must mutually agree and new leases will be required.
- d. Both tenants accounts must be up to date with no history of late or overdue payments within the past two years

#### 4. Subleasing

- a. Subleasing is offered only for the City owned hangars and not for tie downs, offices, or other City owned facilities.
- b. Subleasing is allowed when a tenant wishes to share a hangar.
- c. Tenant will be placed on a list of those willing to sub-lease
- d. Sublessee must come from those on the wait list stating a willingness to be a sublessee. This allows the sublessee to become the primary lessee in the future without referencing the wait list.
- f. Tenant may not charge subtenant for a City hangar. Surcharges, service fees, etc. are expressly prohibited.
- g. Sub-lessees will make payments directly to the airport.
- e. Should either tenant fail to make the required payment the tenant in default will be required to immediately vacate the hangar and the lease or sublease, as applicable to the tenant in default is cancelled in it's entirety.
- f. A new lease will be entered into with the tenant still current on the payments if so desired by the tenant.
- g. Tenant retains the right to withdraw from the sub lease arrangement at any time.
- h. City retains the right to cancel subleases at any time.

#### 5. Seasonal Tenancy

- a. A Seasonal tenant may sublease their City owned hangar for a defined period of time with written approval.
- b. The sublessee must be initially taken from the current wait list using the current wait list order.
- c. Thereafter the Seasonal tenant may continue to sub-lease to the seasonal sub-tenant for the duration of the tenants lease.
- d. Seasonal Sub-tenancy may not exceed 8 months, upon which time the sub-tenant will become the primary tenant and the former primary tenants lease will be terminated.
- d. Tenant may not charge subtenant for a City hangar. Surcharges, service fees, etc. are expressly prohibited. Sub-lessees will make payments directly to the airport.
- e. Should either sub-tenant or tenant fail to make the required payment the tenant in default will be required to immediately vacate the hangar.

- f. A new lease will be entered into with the tenant still current on the payments.
- g. Tenant retains the right to withdraw from the sub lease arrangement at any time.

#### 6. Change in Aircraft Ownership

- a. Tenants who jointly own an aircraft and are named as joint lessees of the hangar may retain the hangar lease if they become the sole owner of the aircraft as shown on the FAA aircraft registration.
- b. Individuals who purchase a share or part ownership of the listed aircraft during the lease must be named as an owner of the aircraft within 60 days of the transaction. Failure to do so will terminate the hangar lease and tenant will be required to remove all contents from the hangar, which will become eligible to tenants on the wait list.
- c. Part owners described in part (b) must pay the current hangar wait list fee and cleaning deposit. After six months the part owner may be named as co-lessee, the wait fee will be credited to their account and the cleaning deposit shall be retained until such time as tenants terminate occupancy of the hangar. Any unused portion of the cleaning fee shall be refunded to tenant after inspection of the hangar.
- d. Tenants that sell an aircraft may not transfer the hangar lease to the new owner. The hangar wait list order must be followed. If no tenant is found from the wait list then the new aircraft owner may enter into a new lease for the hangar in compliance with rules in affect at that time.
- e. Intentional use of this policy to avoid the wait list is specifically prohibited.
- f. Joint owners must be named on FAA aircraft registration documents.

### **Chapter 10 Airport Ground Lease Policy**

The standard term for raw land shall be twenty (25) years with two five (5)-year options. On raw land leases, tenant shall be given one (1) year to obtain building permits and begin building or lease will become void. Under no circumstance will a tenant be allowed to “land bank”. Property must be utilized for its intended purpose. A detailed timeline and termination date for failure to perform in accordance with the timeline must accompany the lease.

All airport tenants must provide the Airport Staff twenty-four (24) hour a day /seven (7) days a week access to any facility built on the airport to verify Aircraft Inventories, FAA requested searches for missing aircraft, and facility inspections.

Private structures built on airport property are subject to all restrictions, FAA grant assurances and rules put forth by the Airport or other governing agencies. No rights of private ownership are conveyed through lease agreements regarding either the land or the structure.

No agreement may encumber airport property in such a way as to convey the right of ownership from the airport to the tenant or to encumber the land on behalf of the tenant to any lending agency or other entity without prior written permission and approval from the FAA and Bend City Council.

#### Ground Lease Procedures

(Subject to the additional requirements of the most recent GAMS.)

*The acceptance of these applications does not indicate that the City of Bend has or will have land available for lease but should such land become available this policy will guide the process in allocating available lease properties.*

**Goal:** To utilize as efficiently as possible all airport properties with current or potential access to a runway in such a manner as to allow the maximum number of aircraft safe and unfettered access to the runway and taxiway system for the purpose of flight. Compliance with FAA Advisory Circular 5190.6b, as amended from time to time, is an integral part of this goal. In cases of conflict with this policy or its application then 5190.6b (most current version as amended by the FAA) shall prevail.

**Process:** Applicant for a land lease will fill out a form, accompanied by a refundable deposit (subject to City's adopted fee resolution) that includes the following information:

Applicants name, address and contact information

Date of application

Type and dimensions of land lease desired

Narrative describing the proposed project

Narrative describing the proposed use of the completed facility

Description of aircraft to be stored in the facility or business to be operated from the facility.

Statement that applicant is the owner of the aircraft to be stored or a representative of the aviation service requesting the property lease.

**Wait List Process:** (wait lists are only used as described in Part XI when demand exceeds supply of developable land)

Applicant will fill out the appropriate application as noted above. Date entered on the wait list will be the date the application was physically received by the airport office. If payment is not received within 10 days of this date the application will be rejected and removed from the wait list. Any offer to the proposed tenant within the 10 days will be dependent on receipt of the deposit within the 10 days.

When property becomes available each person on the wait list will be called in the order appearing on the wait list. If applicant declines the next person on the list will be contacted and continuing until an applicant accepts the offer. If no one on the wait list accepts the offer the City may, within 30 days, offer the property to any interested party, advertise, solicit request for proposals or use any process that City determines is

appropriated to utilize the property in a timely fashion. After 30 days the City may withdraw or re-offer the property at Cities discretion.

Each applicant that declines an offer compatible with the application description will be moved to the bottom of the list.

Example: Applicant has submitted for 3,600 sq.ft to build a hangar. Offer is for 10,000 sq.ft. Applicant will retain place on wait list but could accept if they can meet the requirements for development on all of the property.

Applicant has submitted for 3,600 sq.ft for hangar and is offered a 3,600 sq.ft and declines. Applicant moves to bottom of list.

### **Criteria for consideration:**

Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose. (FAA Grant Assurance Number 38)

Individual requests by aircraft owners or aviation service providers with a demonstrated need for additional facilities have first priority as required by the grant assurances. (5190.6b 9-9 (c) as amended) The FAA interprets the willingness of a prospective provider to lease space and invest in facilities as sufficient evidence of a public need for those services. In such a situation, the FAA does not accept a sponsor's claim of insufficient business activity as a valid reason to restrict the prospective provider access to the airport.

Existing tenants without a hangar have priority (place of residence is not relevant) This distinction only applies during the initiation of this policy for a period of 60 days. Subsequent applicants will follow the Wait List process as explained above, if necessary.

Acting as a "front" for a commercial development or third party is specifically prohibited. You must have direct ownership of the aircraft to be stored and any subsequent aircraft stored.

"Land banking" is specifically prohibited.

### **Requirements:**

#### **Lessees:**

- a) Leases will not be entered into with non-aircraft owners except for aviation service providers with a need for runway access and licensed as a business

by the State of Oregon and clearly providing aviation related services. Aviation component or aviation manufacturing providers that do not have a need for runway access will be allotted areas that are not planned or expected to have runway access if such areas are available.

- b) Hangars are to be built to satisfy the existing need of the owner to store his/her aircraft or legitimate aviation business needs and not for resale value or speculative purposes. Attempts to incorporate living space, excess storage or vehicle accommodations other than aircraft will result in a denial of the application, subsequent termination of the lease and forfeiture of the deposit.

**Clubs:**

- a) Will have priority in the first 60 days if a need can be shown and are not formed for the express purpose of circumnavigating the policies set forth in this document, grant assurances or 5190.6b as amended. A previous existence of at least five years as a bon-a-fide non-profit such as EAA, Glider Clubs, CAP, etc will need to be shown. The current ground lease per square foot (currently at \$.34 /sq. ft annually) will NOT be reduced or adjusted for clubs and will be subject to future cost adjustments applied to all other tenants. All requirements of this policy apply to clubs except as allowed by FAA 5190.6b in regards to rates.

**Existing or new Commercial operators:**

- a) May lease property by showing an immediate need for the storage/service capacity and may not “land bank” either the property or completed hangar in a speculative manner. Must demonstrate that the operator does not currently have that capacity available. If the operator is providing an aviation service as defined by 5190.6b the requirement to own an aircraft can, at the discretion of the airport manager, be waived. Examples of such services would be avionics shops that install equipment directly into aircraft, engine replacement facility that installs engines directly onto aircraft, R&D facilities that utilize aircraft for testing of equipment installed on or in aircraft, aircraft component manufacturers that install components directly on an aircraft.

**Criteria to execute lease:**

- a) To proceed each applicant must show the ability to comply with Deschutes County building codes, site requirements and permitting processes both monetarily and in conformance with required processes before proceeding with the building process. The presenting of a Deschutes County approved site plan, building permits, engineering approvals and an agreement with a

qualified bonded contractor will be sufficient to show ability. In the event that an owner chooses to construct his/her own hangar it will in no way relieve him/her from meeting all building requirements expressed above except for the selection of a contractor.

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

### **Financial**

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

### **Use of leased property:**

- a) All square footage must be utilized for aircraft storage. Hangar must be sized to aircraft. I.e. - foot print of aircraft in square footage plus two feet in front of nose, two feet behind tail, and two feet on each wing tip. Example- an aircraft measuring 30 feet from nose to tail and 40 feet from wing tip to wing tip could build a hangar measuring 34 x 44 inside measurements and rounded up to the closest cost effective dimension so as to use full size sheets of plywood, 2 x 4's etcetera. Efforts to oversize hangar will result in denial of application. Height of hangar door will not exceed height of vertical fin, with nose wheel strut compressed plus two feet or the highest point on the aircraft plus two feet. A hangar door plus one "man door" will be the only allowed entry/exit doors. Vehicle roll up doors are not allowed. Height in excess of that needed to store aircraft and to construct an adequate pitch is prohibited. The exception would be a hangar for an aviation service provider that can demonstrate an aviation business need for multiple aircraft of varying sizes and may include Executive office space used to support the aviation operations.

### **Aircraft storage only:**

- a) Non Aviation Storage is defined as the keeping of materials, objects, vehicles or other items that have no immediate application or use to the tenant in regards to aviation.
- b) Excess space may only be used for aircraft tools, work bench, compressor, actively used desk, chair, refrigerator, approved heaters and a sofa. Hangar is at no time to be used for storage other than the aircraft itself. All items such as but not limited to household goods, paint, lumber, carpet, furniture, sporting goods, automobiles, snowmobiles, motorcycles, jet skis, ski equipment, boats, fishing gear, tractors, farming supplies, solvents and fuels are specifically prohibited unless it can be demonstrated that the incidental storage of these items in no way impacts safety or the storage of aircraft or the ingress or egress of such aircraft.

### **FAA Compliance**

- a) Must not create a monopoly, using conglomerate of all leased space by individual, corporation or share holder. For this purpose a Monopoly has the meaning as applied by by the current FAA 5190.6b (8.4 (c) as amended from time to time and allows for the prohibition of an individual or entity from participating if the acquisition would lead to a monopoly.
- b) Must not create an exclusive right as defined by the current FAA 5190.6b as amended from time to time.
- c) Applications will not be accepted from entities or individuals that are currently in possession of leased land that is not 100% utilized for its intended purpose.
- d) Must be ready to build within 6 months and construction completed within one year. Failure to do so will terminate lease unless substantial and verifiable reasons for the delay are presented to and accepted by the City of Bend.
- e) City has the right to act in the best interest of the City regardless of wait list order or other factors.

### **Construction:**

- a) A site plan, permit applications and other regulatory requirements must be complied with, as determined by Deschutes County, before construction is to begin. An approved FAA 7460 must be obtained before proceeding with any construction. The City of Bend as sponsor must apply for the 7460 based on information supplied by the lessee and other documentation provided at the

expense of the lessee. The City of Bend is not responsible, other than a refund of the deposit fee, if the FAA should determine that the proposed hangar is not approved and the lessee has expended funds previous to that determination.

- b) Construction must not interfere with the use of the taxiway or hangar areas by other tenants other than on a temporary basis such as placing rafters or doors. Absolutely no loose garbage or unsecured building supplies of any kind will be allowed on site. Cranes, concrete pouring equipment etcetera must be scheduled in advance and must have a checkered flag located on the highest point of the equipment. Equipment may not be operated within the protected airspace without a NOTAM issued by the airport manager or his designee. Gravel, rocks or other debris must be removed from any taxiway or runway immediately and equipment or materials cannot encroach on any runway, taxiway or taxi lane safety area. Hangar owner will assume full responsibility for any damage to any adjacent hangar or aircraft caused by his/her actions or lack thereof. The granting of this lease in no way entitles hangar lessee to travel or impinge on any adjoining leased land without first gaining full permission from the lessee either before, during or after construction.

#### **City- General**

- a) The Airport does not provide utility services of any kind and it will be the responsibility of the hangar owner to secure those utilities through the appropriate City or County agencies with the proper permits and easements.
- b) The City retains the right to lease property that is, in the Cities sole opinion, the most appropriate location for the proposed use.
- c) The City will at all times retain the right to enter on or in the premises at any time to conduct inspections, service airport related utilities, navigation or lighting equipment.
- d) The City retains a permanent right of way to pass over, under or along the leased property with any needed utilities, access roads, taxiways, taxilanes or other services required to develop or maintain the airport or provide access to such utilities to other tenants.
- e) The City retains full authority to extinguish any lease or portions thereof if it is in the cities interest to do so without cost or obligation to the City.
- f) Lessee grants a permanent aviation easement for the passage of aircraft over or alongside the lease property to include the properties inherent in

aircraft operations including but not limited to noise, dust or propeller, jet, or rotor wing induced air movement.

- g) The City does not provide security services of any kind and the protection of materials and equipment from vandalism, weather, theft or any other risks will lie with the lessee.
- h) Hangars being resold/transferred must be to an owner that will be storing an aircraft registered to them in the hangar. The only exception will be a transfer or sale to an aviation service provider licensed to do business in the State of Oregon that is intending to perform or provide such services on the Bend Municipal Airport.
- i) A fee will be charged by the Airport for processing the paperwork entailed by a sale or sub-lease after the initial lease of airport property.
- j) To be put on the wait list applicant must provide a refundable deposit as set by the City of Bend fee resolution and agree to the above requirements.
- k) In addition to the above policies the following guidelines apply:
  - l) The grant of options or preferences on future airport lease sites to a single service provider may be construed as intent to grant an exclusive right. Leases with options or future preferences, such as rights of first refusal, should generally be avoided. (FAA 5190.6b)
  - m) A sponsor may exclude an incumbent on-airport service provider from responding to a request for proposals based on the sponsor's desire to increase competition in airport services. That action is not a violation of Grant Assurance 22, Economic Nondiscrimination, since the sponsor is taking a necessary step to preclude the granting of an exclusive right. (FAA 5190.6b)

## **Chapter 11    Liens**

Statute ORS 87.162:

**87.162 Landlord's lien.** Except as provided in ORS 87.156 and 90.120, a landlord has a lien on all chattels, except wearing apparel as defined in ORS 18.345 (1), owned by a tenant or occupant legally responsible for rent, brought upon the leased premises, to secure the payment of rent and such advances as are made on behalf of the tenant. The landlord may retain the chattels until the amount of rent and advances is paid.

Note that “chattel” means any personal property.

## Part XIII

### DEVELOPMENT STANDARDS

#### **Chapter 1 Purpose**

Development standards promote consistent architectural design, site planning and visual appearance of hangars constructed at the airport. Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development. Consideration to low water/power usage is an inherent part of these standards. All development must avoid creating wildlife attractants.

#### **Chapter 2 Development Standards**

Development standards are implemented for use in the design of hangars and other structures built at the Bend Municipal Airport. They do not replace local building and fire codes that are implemented by local county, state, and federal entities. They do, however, supersede city ordinances as the property within the airport property boundary is located in and subject to Deschutes County code. All engineering standards for utilities are strictly enforced on any airport development. Water/Sewer utilities are provided by the City of Bend and subject to City of Bend of standards for the installation and maintenance of the utilities. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications. All improvements to a site accomplished to comply with County ordinances, this document, or any other Code shall be the responsibility of the Tenant.

#### **Section 2.1 Site Plan Review / Permits:**

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
  1. Lease agreement terms and conditions
  2. Lot location for the proposed hangar
  3. Development standards
  4. Construction document requirements
  5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Land Lease" to the airport manager at least 30 days prior to when action is required.

- c. The FAA requires an environmental study and decision before any construction or approvals may take place. This process will vary in length and the City of Bend has no ability to inform tenant of the outcome or time this process may take. If the findings do not support tenants proposed project the lease will be terminated, or, at tenants request tenant may submit alternatives to be considered by the FAA if feasible. If tenants planned uses cannot be allowed the lease will become null and void without compensation to either tenant or City.
- d. FAA Review: The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the Airport Manager that will be submitted to the FAA for approval. The Airport Manager will assist with and submit the 7460 but tenant remains responsible for providing all necessary information regarding tenants project and ensuring that all construction conforms to FAA requirements for development on the airport. Form 7460-1 permits can take **ninety (90) days** or more to process and approve. No building permit application to the County will be approved until FAA approval of the 7460-1.
- e. Permits: The tenant is responsible for obtaining all applicable building permits from Deschutes County. All permits shall be obtained before the start of construction. The Airport Manager must approve all construction plans prior to the application for any building permit. Tenant remains responsible to meet all code, permitting and FAA requirements regardless of Airport Managers approval.
- f. Survey Fee: A survey fee is due at time of application for a raw land lease. This fee will allow the City to survey desired location and write a legal description for lease documents. The fee is credited toward the lease, provided the applicant finalizes the lease process and constructs the facility. The fee becomes non-refundable if the applicant fails to complete the lease and construction process unless due to a negative FAA environmental outcome addressed in paragraph C.

## **Section 2.2 Setbacks:**

### **1. Airside**

Setbacks from object free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles. All setbacks shall conform to FAA Specifications. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes. The following hangar development setbacks apply:

- a. Hangars will be located outside the established taxiway/taxilane object free area.
  - b. Hangars facing a major access taxilane shall have an FAA approved setback based on the wingspan of the largest aircraft that can be stored in any hangar accessible by that taxilane.
2. Property Airport/County boundary lines (not lease lines)  
Setbacks for properties bounding County lands must meet County setback requirements for airport properties.

### **Section 2.3 Height Restrictions**

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

All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

### **Section 2.4 Hangar Size**

Tenant must provide the specifications required for the proposed aircraft. (Tail height, wing span, length) These specifications will establish the "design aircraft". All hangars shall be built no larger than is necessary to accommodate the design aircraft.

- a. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.
- b. Hangars are to be designed primarily to store aircraft and house aviation related businesses that need to have access to the runway and taxiways.
- c. Designs showing living quarters, storage for vehicles other than aircraft or designs obviously showing accommodation for non-aviation uses will be denied.
- d. Plans that depict hangars built in excess of that needed to store the design aircraft will be denied.

## **Section 2.5 Architecture**

Hangars erected at the Bend Municipal Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the airport manager and airport consultant if manager so desires, to determine compatibility with the Airport Master Plan and Airport Layout Plan. The review does not constitute approval of the plan or any of its components.

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

### **Chapter 3 Paved Access**

The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, edge of taxilane or taxiway edge. Tenant should be aware that taxilanes or taxiways do not encompass the entire areas between hangars, but only the center sections of those areas that accommodate aircraft landing gear widths. The taxiway/taxilane generally range from 25' to 35' in width. The pavement strength and materials shall be designed to current airport engineering and FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

### **Chapter 4 Storm Water Systems**

Storm water systems shall be designed to current city engineering standards. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system. All storm drains shall meet City of Bend standards for storm water.

### **Chapter 5 Signs**

Signs are permitted in accordance with Deschutes County signage standards on the street facing sides. All street facing signs must be approved by Deschutes County. No lighted signs are permitted on airside of airport unless approved by the Airport Manager and may require FAA review.

### **Chapter 6 Lighting**

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

### **Chapter 7 Landscape**

Plant materials, other than limited lawns, that attract birds and other wildlife are not permitted. Decorative Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, shows signs of disease or creates any type of aviation hazard at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed by the airport manager and the FAA for height and other restrictions.

### **Chapter 8 Sidewalks**

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

### **Chapter 9 Parking**

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

### **Chapter 10 Outdoor Storage**

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

### **Chapter 11 Utilities**

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

### **Chapter 12 Temporary Buildings**

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

### **Chapter 13 Snow Removal**

It is to the Cities financial advantage to ensure that aircraft have full access to the runway at all times. Such access generates fuel flowage fees, provides employment for airport service providers and makes the airport a desirable facility for aircraft owners to locate. The following guidelines are intended to take these factors into consideration during each snow event. It is recognized that most tenants do not have reasonable access to equipment capable of moving the substantial amount of snow that can accumulate. Private hangar structures abutting common use areas pay an "impact fee" to compensate the airport for costs associated with their access to the common areas.

Airport staff or City contractors will plow snow to the edge of the common areas, taxilanes or taxiways but no closer than within ten feet of hangar doors. The City will not be responsible for any possible damage to hangars or aprons including cracks or chipped concrete resulting from the snow removal. All snow removal operations are subject to the priorities established in the Airport Snow Removal Plan, which is subject to change. Hangar aprons are the lowest priority. All other snow removal shall be the responsibility of the tenant. Airport staff may plow closer to hangars than stated above if, in the opinion of the plow operator, it is necessary to do so to facilitate the removal of snow from the common areas. All privately owned lease areas are the responsibility of the tenant.

#### **Chapter 14 Refuse**

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

#### **Chapter 15 Fencing**

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

#### **Chapter 16 Office, kitchen and restrooms in Hangars**

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

#### **Chapter 17 Construction Standard**

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

## **Chapter 18 Clean up and Reclamation**

The tenant shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. No excavated material may be removed from the airport property without permission of the airport manager. A clean up and reclamation deposit is required. These funds must be placed on deposit with the City before any construction begins. If all cleanup and reclamation is completed by the tenant to the satisfaction of the airport staff, the entire deposit will be returned. If this work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the tenant's deposit as payment. The remaining deposit (if any) shall be returned to the tenant. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the tenant agrees to pay any additional charges. No soil material may be removed from the airport property for disposal unless approved by the Airport manager.

## Part XIV

### Airport Personnel

#### **Chapter 1 Purpose:**

This section provides general guidance for Airport Personnel. All airport personnel are City employees subject to the City of Bend Employee policy manuals, regulations and guidelines. Airport personnel act on behalf of the City and are fully integrated into the overall City of Bend management structure.

It is understood that the airport operates as an enterprise fund and all revenue generated by the airport must be spent on the airport. Airport personnel must be trained and experienced in the operations specific to airports. All job descriptions are unique to the airport and the use of generic or non-aviation related positions descriptions can lead to unsafe and/or unfair conditions for airport employees.

#### **Chapter 2 Authority**

**Airport Manager**- The Airport manager is authorized by the Bend City Manager, by adoption of this policy, to enforce, either directly or through designated representatives, the requirements of the Airport Policy manual as amended from time to time.

**Airport Office Assistant II** When the Airport Manager is unavailable the Airport Office Assistant is to contact the Economic Department Director and the City legal department as necessary to resolve issues that require immediate action on behalf of the City to protect the general public or city owned properties. No action may be taken that can be delayed until the return of the Airport Manager when feasible.

**Airport Maintenance**- Airport Maintenance Personnel are authorized to perform any maintenance or emergency actions within their normal duties when necessary to assure the immediate safety and protection of individuals, airport property, aircraft or structures when it is safe to do so and no other reasonable alternatives exist.

**Department Director**- The Airport has operated under various department and scenarios over it's 75 year history. When the Airport Manager is not the Department Director the individual assigned as the Department Director shall ensure that the airport is adequately staffed, subject to budget constraints, and has the resources to meet the City of Bends legal obligations regarding the operation of the airport. The Department Director shall at all times be cognizant of the need for airport safety and FAA compliance.

#### **Chapter 3 Duties**

**Airport Employees-** Airport employees will perform their job functions as described or amended in their most current job descriptions.

## Part XV

### Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

#### Chapter 1 Definitions

Aeronautical Activity - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within the definition, commonly conducted on airports include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities. The FAA is taking an incremental approach to safe UAS integration as the agency acquires a better understanding of operational issues such as training requirements, operational specifications, and technology considerations.<sup>1</sup>  
(FAA Newsletter March 2015)

Aeronautical Activity Provider - A commercial enterprise providing one or more aeronautical activities for the general aviation public as enumerated in these minimum standards.

Aircraft - Aircraft shall have that meaning specified in Title 49 United States Code and in Federal Aviation Regulation Section 1.1 and includes a device that is used or intended to be used for flight in the air, including but not limited to, airplanes, rotorcraft and helicopters, gliders, ultralights, drones and lighter than air vehicles.

Air Carriers - The commercial system of air transportation, consisting of the Certified Route Air Carriers, Supplemental Air Carriers, commercial operators of large aircraft (Aircraft Charter), and Air Travel Clubs, all using aircraft capable of carrying 60 or more passengers.

Air Commuter Service - An Air Taxi which performs at least five round trips per week between two or more points and publishes flight schedules which specify the times, days of the week, and points between which flights are performed. Operators which are registered under 14 CFR Part 298 may also operate aircraft of less than 60 passengers,

and less than 18,000 pound payload capacity. Air Taxis in this category are required to have a lease and/or operating agreement with the City.

Aircraft Charter - The provision of aircraft larger than Air Taxi for hire, with pilot, on an irregular or unscheduled basis in accordance with CFR Part 121 and/or Part 135.

Aircraft Rental - The rental of an aircraft without a pilot.

Air Taxi - The carriage in air of commerce of persons or property for compensation or hire, on a demand basis, as a commercial operator (not an air carrier) in aircraft having a minimum seating capacity of less than 20 passengers or a maximum payload capacity of less than 6,000 pounds, or the carriage in air commerce of persons or property in common carriage operations solely between points entirely within any state of the United States of America in aircraft having a maximum seating capacity of 30 seats or less or a maximum payload capacity of 7,500 pounds or less. These operators operate in accordance with FAR Part 135.

Air Travel Club - An operator who engages in the carriage by aircraft of persons who are required to qualify for that carriage by payment of an assessment, dues, membership fee, or other similar types of remittance.

Airport Facility Directory – Now known as “Chart Supplements” it is a listing of data on record with the FAA on all open-to-the-public airports, seaplane bases, heliports, military facilities and selected private use airports specifically requested by the Department of Defense (DOD) for which a DOD instrument approach procedure has been published in the U.S. Terminal Procedures Publication, airport sketches, NAVAIDs, communications data, weather data sources, airspace, special notices, VFR waypoints, Airport Diagrams and operational procedures.

Airport Layout Plan - The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the City of Bend City Council.

Airport Staff - Staff hired by the City who have the authority and responsibility to operate the airport on a daily basis within the scope of their duties. Airport Staff includes but is not limited to the Airport Manager, Airport Office personnel, Airport Maintenance personnel and the Department Director overseeing the Airport Division, if different from the Airport Manager.

Aviation Related Business - A business in which the service, product, or activity is directly used in the operation or service of aircraft.

Bend Municipal Airport - Referred to as the “Airport”, means the property allocated for the operation of the Bend Municipal Airport in the City of Bend, State of Oregon, as depicted on the current Airport Layout Plan.

Certificated Route Air Carrier - An air carrier holding a Certificate of Public Convenience and Necessity issued by DOT to conduct scheduled services. Non-scheduled or charter operations may also be conducted by these carriers.

Chart Supplements – Formerly known as the “Airport Facility Directory” it is a listing of data on record with the FAA on all open-to-the-public airports, seaplane bases, heliports, military facilities and selected private use airports specifically requested by the Department of Defense (DOD) for which a DOD instrument approach procedure has been published in the U.S. Terminal Procedures Publication, airport sketches, NAVAIDs, communications data, weather data sources, airspace, special notices, VFR waypoints, Airport Diagrams and operational procedures.

Commercial Aeronautical Activity - Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.

CTAF - The Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area. Also referred to as “Unicom”.

Deschutes County- Referred to as “County”. The Airport is located outside of City limits and all zoning, permitting and codes are administered and enforced by Deschutes County.

Developable Land- Any land located on the airport that can be built upon in regards to land use, permitting and zoning considerations.

Entity - A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.

Exclusive Right – The power, privilege or other right excluding or debarring another firm from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement, or by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

FBO- Fixed Base Operator (Fuel and Aviation Services Provider) - A commercial business that meets the applicable General Aviation Minimum Standards and provides aeronautical services such as (by way of example and not limitation) fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance and flight instruction. The FBO meets

additional standards for the privilege of selling and profiting from the commercial sale of fuel on the airport. There is no limit to the number of FBO that can exist on the airport.

Federal Grant Assurances – A provision within a Federal Grant Agreement to which the City, as recipient of Federal airport assistance, has agreed to comply in consideration of the assistance provided. Grant assurances are required by Federal Statute (49 U.S.C. Sec. 47101.)

Federal Grant Obligations – Any and all obligations of the City arising out of or in connection with a Federal grant program, airport development assistance or Federal aid, including but not limited to obligations arising under the Surplus Property Act of 1944 (49 U.S.C. Secs. 47151-47153), the Federal Air to Airports Program, the Airport Development Aid Program and the Airport Improvement Program.

Flying Club - An association of pilots who collectively own, lease, or rent aircraft. Each club must be a non-profit corporation (in accordance with IRS rules) or partnership. Each member must be a bona fide stockholder in the corporation. The club's aircraft may not be used by other than bona fide members for rental and by no one for commercial operations as defined by these standards.

GAMS- General Aviation Minimum Standards. The minimum requirements established by this policy to perform activities on the Bend Municipal Airport.

General Aviation - The following aviation activities: Use of aircraft for private, business, recreational or agricultural purposes, but not including the activities of aeronautical activity providers, air carriers, or military activity.

GPU - A Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.

Hangar Keeper - Any person or entity owning or renting hangars, or space within hangars, used for aeronautical activities.

Inflight- A fixed wing aircraft that has departed the ground for the purpose of air travel. A helicopter or other aircraft capable of departing without the need for a runway will be considered inflight when the altitude above the ground exceeds 25'.

Land Banking- Leasing or retaining under lease more land than tenant can immediately utilize for aviation purposes. Unless specifically noted in the lease utilization must occur within one year of the signing of the lease.

Lease Impact Area-

- a) Areas within a lease that require leasing of property impacted by use of the tenant such as but not limited to buffers, accessing the hangar, construction of

landscaping, utility, drainage facilities, access roads and other uses that require tenant maintenance, construction or use.

- b) Airside impact areas are intended to ensure that tenant will be responsible for maintaining those areas on the taxilane/taxiway/apron side of hangars to provide for the safe passage of other aircraft through those areas. An example would be a hangar door operation or areas where aircraft may be temporarily staged for fueling in such a way as to not obstruct or endanger other aircraft that may be operating on the airside. Airside impact area that extends onto publicly owned ramps or taxiway/taxilane obstacle free areas (as defined by the FAA) are similar to sidewalks in front of residential homes and give tenant no special privilege or use of those areas but does require the tenant to ensure that such areas remain safe and unobstructed for the passage of aircraft. The area is generally, but not limited to, 20' in depth and the length of the airside of the hangar.
- c) All impact areas are a part of the leased area and may be consolidated into one total for the purposes of lease rate calculations.

Manager - Means the Airport Manager of the Bend Municipal Airport who is the designated person hired or appointed by the City to Manage the Bend Municipal Airport.

Minimum Standards - Qualifications established by the City of Bend City Council as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport and or for a land or facility lease.

Minor Maintenance- This includes all activities that the FAA allows to be performed by the pilot/owner of the aircraft. See FAR Part 43, Appendix A, Paragraph C—Preventive Maintenance. It also includes inspections such as 100 hour and Annuals.

Movement Area - The runways, taxiways and other areas of an airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps, taxilanes and aircraft parking areas.

Non-Aeronautical Activity - Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.

Non-Commercial Aeronautical Activity - Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is(are) accomplished.

Non-Commercial Aviation Operation - A business or corporate group engaging in general aviation activity only for the private or internal purposes of such business or corporate enterprise and not offered as a commercial activity or service to the general public.

Non-Commercial Flying Club - Any combination in which three (3) or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

Non-Movement Area – Areas exclusive of runways and taxiways. Includes taxilanes, helipad and parking aprons. Refers to areas where equipment used to support aircraft operations such as auxiliary power units, passenger ground transportation, fuel trucks, passenger “carts” and other equipment may be in use.

NOTAM – Notice to Airmen. A official notice of airport conditions, status or activities that are issued by authorized personnel through the Flight Service Stations NOTAM services for distribution to pilots and flight crews. It may contain information concerning the establishment, conditions or change in any aeronautical facility, service, procedure or hazard, the timely knowledge of which is essential to personnel and systems concerned with flight operations.

Operator – Means an individual or entity that causes to use or authorize to use aircraft, for the purpose of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise.)

Operate Aircraft and Operation of Aircraft – Means using aircraft for the purposes of air navigation, including the navigation of aircraft and causing or authorizing the operation of aircraft with or without the right of legal control of the aircraft.

Person - Individual, partnership, joint venture, corporation, stock company, association, or any other business organization.

Ramp Service - The provision of minor services for aircraft including loading and unloading, cleaning, washing, adding oil, parking, and tying down of aircraft. Ramp Service may also include minor repairs performed on the ramp that can be completed during the day in which work was initiated and that do not require major disassembly of aircraft.

Regulations and Standards – The rules, regulations and standards as may be promulgated and adopted from time to time by the City or Airport Manager to protect the public health, safety, interest and welfare of the Bend Municipal Airport.

Scheduled Air Carrier - An air carrier performing regularly scheduled air transportation over specific routes to and from the Bend Municipal Airport. Scheduled Air Carriers are required to have an operating agreement with the City.

Specialized Aviation Service Operator (SASO) - A commercial aeronautical activity that provides one or more commercial services as outlined in Part X Chapter III.

Supplemental Air Carrier - An Air Carrier holding a Certificate of Public Convenience and Necessity issued by DOT authorizing the carrier to perform passenger and cargo charter services supplementing the scheduled service of the Certificated Route Air Carriers. Such carriers are not directly covered by the Minimum Standards unless based at Bend Municipal Airport. Such carriers are required to have an operating agreement with the City.

UNICOM - Refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.

## Acknowledgements

Hello Gary,

Thank you for the compliment on our rules and regulations. You are welcome to use our rules and regulations as a format for your airport. We are new to the self-fueling portion of the rules so the document is ever changing, but the rest has worked well. We are in the process of updating self-fueling to require a permanent fuel farm for all fuel transfer and storage on the field.

Let me know if you need anything else. I will include a word document for your convenience.

Thank you,

Jeremy Valgardson  
(435) 868-8759  
Cedar City Airport Manager

**From:** Gary Judd [<mailto:gjudd@bendoregon.gov>]  
**Sent:** Thursday, December 24, 2015 11:36 AM  
**To:** [vjeremy@cedarcity.org](mailto:vjeremy@cedarcity.org)  
**Subject:** Policy Template

Jeremy,

We are in the process of creating a comprehensive airport policy and I found yours online at the airports website. Although Bend does not have commercial air service overall Bend appears very similar to the Cedar City Airport.

The format and content of your policy is excellent and it appears very easy to update as needed.

With permission I would like to use your policy as a template as we create guidelines and regulations unique to the Bend Airport.

I completely understand if there are any objections.

Thank you,

Gary

Gary Judd, Airport Manager  
Bend Municipal Airport  
A Division of the City of Bend Economic Development Department  
Bend, OR 97701  
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