

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY  
STATE OF OREGON

In the Matter of Revising Minimum )  
Standards for Fixed Base Operators, )  
Authorized Operators and Airport Tenants )  
at the Josephine County Airport in )  
Grants Pass )

ORDER No. 2009-028

WHEREAS, on November 21, 1973, the Josephine County Board of Commissioners adopted minimum standards for fixed base operators at the Josephine County Airport, which minimum standards were amended February 23, 1983, by Order No. 83-37, and further amended August 21, 1985, by Ordinance No. 85-25; and

WHEREAS, the Board of Commissioners, by Ordinance No. 97-7 dated January 14, 1998, repealed Ordinance No. 85-25; and subsequently, by Order No. 98-2 dated February 6, 1998, adopted new *Minimum Standards for Fixed Based Operators, Authorized Operators, and Airport Tenants at the Josephine County Airport*; and

WHEREAS, the Board of Commissioners, by Order No. 2001-17, dated May 2, 2001, adopted changes to the *Minimum Standards*; and


WHEREAS, the Board of Commissioners finds it necessary to make changes to the Minimum Standards in order to comply with Federal Aviation Administration Grant Assurances and guidelines and to clarify lease requirements; now, therefore,

IT IS HEREBY ORDERED that the revised *Minimum Standards for Fixed Based Operators, Authorized Operators, and Airport Tenants at the Josephine County Airport*, attached hereto as Exhibit A, is adopted for use at the Josephine County Airport in Grants Pass.

DATED: May 27<sup>th</sup>, 2009.

JOSEPHINE COUNTY  
BOARD OF COMMISSIONERS

  
Dwight F. Ellis, Chair

  
S. Cassanelli, Vice-Chair

  
Dave Toler, Commissioner

APPROVED AS TO FORM:

  
Steven E. Rich, County Legal Counsel

ORDER NO. 2009-028

**Minimum Standards for Fixed Base Operators,  
Authorized Operators and Airport Tenants  
at the  
Josephine County Airport  
Grants Pass, Oregon**

The owners of the Josephine County Airport shall hereinafter be referred to as the Authority. Authority is defined as the Board of County Commissioners, or such other designee as the Board of County Commissioners may appoint. There shall also be an Airport Advisory Board, appointed by and responsible to the Authority. The Airport Advisory Board makes recommendations regarding airport policy and procedures to the Authority or its designee.

The following Minimum Standards are requirements for commercial aeronautical activities and have been established in the public interest for the safe and efficient operation of the Josephine County Airport, to enhance its orderly growth, to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958, to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations, and to assure that all commercial users and lessees receive access to and the use and availability of airport property on fair and reasonable terms without unjust discrimination. No person, firm or corporation shall conduct commercial operations at the Josephine County Airport, use the Airport as a base for conduct of business or otherwise provide services or goods to travelers, customers, lessees, or other persons, firms, or corporations at the Airport, without first obtaining a written contract or lease from the Airport Authority or its designee.

1. A Fixed Base Operator (FBO) is defined as any person, firm or corporation performing at least the functions and services hereinafter set out for FBOs at the Josephine County Airport under categories "A"(Flight Instruction and Aircraft Rental), "E"(Aircraft, Engine, Propeller and Accessory Maintenance), and "G"(Sale of Aviation Petroleum Products and Ramp Service). No person, firm or corporation shall engage in any commercial activity covered by any of the FBO categories hereinafter set forth at A-G, unless same is done in full compliance with the standards, rules and regulations herein set forth.

2. An Airport Tenant is defined as any person, firm or corporation leasing property at the Josephine County Airport. An Airport Tenant may hangar its aircraft, or otherwise operate on its own leased property, subject to the provisions of the Airport Master Plan and the Airport Layout Plan. An Airport Tenant shall comply with all applicable Minimum Standards, laws and policies of the Airport Authority.

3. Any person, firm or corporation not otherwise qualified and authorized as an FBO, who engages in any commercial activity at the Josephine County Airport, or who engages in any of the activities set forth in categories "A"- "G" of these Minimum Standards at the Josephine County Airport, must first obtain written authorization from the Airport Authority. Any such Operator shall be known as an Authorized Operator. Such authorization will stipulate the holders' allowed commercial activities and responsibilities, and this

authorization shall be issued by the Authority only upon signing of a Facilities Use Contract providing for fair and reasonable compensation to the Authority for commercial access to, and use of, airport property. The term "contract" as used herein shall include a facilities use contract. Any such authorization issued following the effective date of these Minimum Standards shall be issued only where specific expertise to perform a task set forth within categories A-G is not readily available from or through an FBO currently doing business at the Josephine County Airport. In the event that a prospective Authorized Operator wishes to access the airport through the fence, said access shall be limited to those places so designated by the Authority, consistent with the Airport Layout Plan. Cancellation of a facilities use contract or any permit may be done immediately, upon a finding that the operation threatens the health, safety, or welfare of people or property, and a facilities use contract may also be canceled upon 72 hours written notice, with or without cause.

4. Hangar lessees are the tenants in County-owned or privately-owned hangars on County Airport property. The lease with the hangar tenant establishes the terms and conditions of the lease, which must in all respects adhere to these Minimum Standards.

5. All Operators, which includes for purposes of these Minimum Standards FBOs and Authorized Operators, shall protect the public generally, the customers or clients of such Operators, and Josephine County from any and all lawful damages, claims or liability and shall carry comprehensive general liability insurance from a company authorized to do business in the State of Oregon with limits of not less than \$1,000,000.00 for general liability insurance, and \$100,000 property damage insurance, with Josephine County named as an additional insured. The Authority shall be notified a minimum of thirty (30) days prior to cancellation of any policy. Such policies must be approved by the Authority and a certificate of insurance thereof furnished to the Authority. It is further understood that as circumstances in the future dictate, the Authority may require an increase in general liability and property damage insurance, upon 30 days written notice.

All Fixed Base Operators or Authorized Operators who lease aircraft shall post a notice plainly visible to the public as to whether or not pilots who lease the aircraft are covered by insurance, type of insurance, and extent of coverage including who will pay any deductible amounts.

Tenants of privately owned hangars shall carry comprehensive general liability insurance in the amount of not less than \$500,000.00 with Josephine County named as an additional insured.

6. Any person, firm or corporation capable of meeting the Minimum Standards set forth herein for categories "A", "E", and "G" shall be eligible to become an FBO at the airport, subject to the execution of a written lease, containing such terms and conditions as may be determined by the Authority. An FBO, Authorized Operator or tenant shall not engage in any business or activity at the airport other than that authorized in writing by the Authority or its designee. Any FBO or Authorized Operator desiring to extend its operation into any additional category or any FBO desiring to discontinue operations in a category, shall first apply in writing to the Authority for permission to do so at least 30 days prior to the

proposed requested date, setting forth in detail the reasons and conditions for the request. The Authority shall then grant or deny the request on such terms and conditions as the Authority deems to be prudent and proper under the circumstances.

7. All FBOs at the airport shall provide, within a structure permanently affixed to the airport property, in a manner consistent with these minimum standards, lounges and restrooms for their customers, whether in common or separately, and shall make telephone service conveniently and readily available for public use. The lounge and restroom area must be at least 120 square feet in size, with the premises kept clean and in good working order.

8. All construction at the airport shall be in accordance with design and construction standards required or established by the Authority for the facility or activity involved, and in compliance with the approved Airport Layout Plan. All plans for any construction, including installation of tanks, above ground or underground lines, placement of temporary structures, or placement of permanent structures, must be submitted to the Authority for written approval thereof. This written submittal to the Authority must include, at least FAA Form 7460-1, Notice of Proposed Construction or Alteration, complete with appropriate location sketches and drawings. The proposed plans may be approved, disapproved, or approved with conditions. Should applicant not comply with the stated construction conditions, the applicant's FBO, facilities use contract, or tenancy may be terminated by the Authority. Title to any and all buildings and appurtenances, which may be built on Authority property, shall revert to the Authority, unless otherwise provided in the lease, or any written addenda thereto signed by the Authority, when and if the subject lessee vacates the lease for any reason.

9. The rates or charges for any and all activities and services of such Operators shall be determined by the Operators, or in the lease agreement or facilities use contract, subject to the requirement that all such rates or charges shall be reasonable and be fairly applied to all users of the services. All such rates and charges shall be posted by the Operator in a public place on or about the Operators premises at the Airport.

10. All FBOs at the airport shall be financially sound business enterprises, with adequately staffed and equipped facilities, including ample office facilities, and shall operate during business hours as agreed upon with the Authority.

11. All Operators shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.

12. All Operators shall abide by and comply with all applicable Federal, State, County and City laws, rules and regulations pertaining to the Airport or applicable to any operations or activities occurring on the Airport.

13. All Operators shall provide and pay for all lights, gas, electrical current, water, sewer charges and garbage collection charges used or incurred in or about their respective

leased premises, and shall pay the charges made therefor by the suppliers thereof promptly when due.

14. All contracts and leases between Operators and the Authority shall be subordinate to the provisions of any existing or future agreement between Josephine County and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required for the expenditure of federal funds for the development of the airport facilities.

15. No Operator shall sublease or assign any property, premises, lease, or contract obtained by such Operator from the Authority. Neither shall an Operator change its business form nor convey any interest in its business, without prior written approval of the Authority. Notwithstanding the foregoing, an assignment or sublease of a land lease may be allowed by the Authority. Any such assignment or sublease must first receive approval in writing from the Authority, and any assignment or sublease allowed by the Authority shall be subject to all of these Minimum Standards as herein set forth or amended, and such consent shall not constitute consent to any further assignment.

16. In the event the lessee assigns or subleases any portions of its land lease with the approval of the Authority, the assignee or sublessee must agree to assume the full obligations of the lease and Minimum Standards as set out herein, and must agree to fully cooperate with the Authority in seeing that these Standards are complied with. The assignee or sublessee shall immediately comply with any reasonable request or direction from the Authority as it relates to the enforcement of the lease or these Standards.

17. In the event that any lessee, assignee, sublessee, or Operator, fails to comply fully with these Standards or fails to comply with the reasonable request or direction of the Authority as it relates to these Standards, said lessee, assignee, sublessee, or Operator shall be in default of its lease or contract. The Authority may terminate a lease or contract for any default not cured in accordance with the provisions of the lease or contract, and may use any relief allowed by law to remedy a default or other violation of these Minimum Standards.

18. Operators shall have the right in common with others authorized so to do, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft.

19. Leases to Operators of County owned buildings shall be limited to a maximum of five (5) years, with option to extend for five (5) years. In the event an Operator or prospective Operator wishes to construct its own building, said Operator shall be entitled to an initial lease term not to exceed twenty (20) years. Thereafter, extensions or renewals shall not exceed ten (10) year increments. In addition, leases shall be subject to review and evaluation at the end of each renewal period thereof, in relation to development costs or any land values. When at the end of each one (1) year period, the Portland Consumer Price Index has increased, the rental terms of the lease shall also be increased the same amount, rounded to the nearest one dollar. The Authority shall nevertheless retain the

authority to review and amend this and other provisions of these Minimum Standards.

20. All leases, renewals of leases, or any acceptance of subleases or assignments, shall be for an amount of money roughly equal to the current market value for such property, said value to be determined by the Authority. Mutually agreed upon services may be substituted for some, or all, of the lease payments otherwise due.

21. All FBOs and Authorized Operators shall, at all times during the continuance of the term of any lease, or contract, and any renewal or extension thereof, conduct, operate and maintain for the benefit of the public, the FBO or authorized operation provided for and described herein, and all aspects and parts and services thereof as defined and set forth, and will make all such services available to the public and will devote their best efforts for the accomplishment of such purposes and will make appropriate charges to patrons and customers for all merchandise or materials and services furnished or rendered, but will refrain from imposing or levying excessive or otherwise unreasonable charges or fees for any facilities or services. Notwithstanding anything contained in a lease or facilities use contract that may be or appear to the contrary, it is expressly understood and agreed that the rights granted hereunder are non-exclusive and the Authority reserves the right to grant similar privileges to other Operators on other parts of the airport when, in its sole discretion, the Authority deems the same to be non-discriminatory and in the public interest.

22. The Authority reserves the right to take any actions it considers necessary to protect the aerial approaches to the airport against obstructions, together with the right to prevent any Operator from, without the prior written permission of the Authority, erecting, or permitting to be erected, any building, sign or other structure on the airport which, in the opinion of the Authority, would limit the usefulness of the airport or constitute a hazard to navigation.

23. All facilities use contracts issued to Authorized Operators, and contracts and leases between FBOs and the Authority and all leases to Tenants shall be subordinate to the right of the Authority during the time of war or national emergency to lease the landing area or any part thereof to the United States Government for military use, and, if any such facilities use contract or lease is so made, the provisions of any existing contracts or leases with said FBO, Tenant, or Authorized Operator may be suspended by the Authority.

24. Any person, firm or corporation operating aircraft on the Airport may dispense aircraft fuel or oil into aircraft they own, lease for use, or manage, subject to the provisions of this section. Self-fueling operations must be conducted in compliance with all applicable Federal, State, local laws, rules and regulations, and may be conducted only by Aircraft Operator or his/her employees. Self-fueling operations may be conducted only on outdoor premises specifically designated as a fueling area by the Authority. No fuel may be dispensed into any aircraft other than those owned or controlled by the Aircraft Operator. The current applicable fuel flowage fee shall be paid to the Authority on all fuel dispensed under this paragraph, and shall be due and payable upon deposit of fuel into Operators fuel storage tank. Fuel Purchase Invoices shall also be provided to the Authority concurrently with payment.

25. All Operators shall remove from the airport or otherwise dispose of in a manner allowed by law and approved by the Authority, all garbage, debris, and other waste material arising out of their use or occupancy of the premises or out of their operations. Said Operators shall keep and maintain their leased premises in a neat and orderly manner and shall keep the grass cut and the buildings painted. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be equipped with tight-fitting covers and to be of design to safely and properly to contain whatever may be placed therein. All Operators shall use extreme care when effecting removal of waste.

26. The Authority reserves the right to enter upon any premises leased to any Operator, at reasonable times with notice for the purpose of making such inspections as it may deem necessary for the proper enforcement of any covenant or condition of any contract or lease agreement. Written notice of such intent to enter shall be mailed at least fourteen (14) days prior to any entry, unless such notice is impractical under the circumstances, in which case telephone notice should be attempted. In the event of an emergency condition, including but not limited to fire, flood, windstorm, or chemical leak, the Authority may enter onto any airport premises without any notice given or attempted.

27. All FBOs located on, and Authorized Operators using the airport shall provide operational statistics and back-up documentation on request, to the Authority within ten (10) days. These may include, but are not limited to, the following:

- A. Operations conducted under Federal Aviation Regulation (FAR) Part 135 Authority.
- B. Passengers carried under FAR Part 135 Authority.
- C. All fuel and oil sales quantities and associated prices.
- D. Freight carried under FAR Part 135 Authority, including weight and revenue.
- E. An audit of its total operation.

28. The Authority shall review these Minimum Standards from time to time and shall promulgate revisions or amendments deemed necessary under the circumstances to properly protect the health, safety and interest of the Airport and the public. Upon publication of any such amendments, the operators of aeronautical activities authorized hereunder shall be required to conform to such amended Standards except as herein provided.

29. Any notices necessary to be delivered to the Authority hereunder shall be delivered to :

Grants Pass Airport  
c/o Josephine County Board of Commissioners  
500 N.W. 6th St., Department 6  
Grants Pass, Or. 97526

## Fixed Base Operator and Authorized Operator Categories

### Category A: Flight Instruction and Aircraft Rental.

An FBO in this category shall:

1. Have available on call on a full-time employment basis a minimum of one instructor pilot with appropriate and current Federal Aviation Administration (FAA) pilot and medical certificates.
2. Aircraft may be owned or leased by FBO. It is understood that all aircraft, owned or leased, will be used and maintained according to FAA regulations.
3. Lease from the Authority an adequate amount of space determined by the Authority in which will be located all required improvements.

### Category B: Aircraft Charter and Taxi.

An FBO in this category shall:

1. Have available on call on a full-time employment basis a minimum of one Federal Aviation Administration certified pilot with at least a current commercial and instrument rating and Type 2 Medical Certificate.
2. Lease from Authority an adequate amount of space determined by the Authority in which will be located all required improvements. A suitable contract, approved by the Authority, sharing existing facilities is acceptable.
3. Aircraft may be owned or leased by FBO. It is understood that all aircraft owned or leased by a FBO will be used and maintained according to FAA Regulations, including Part 135.

### Category C: Crop Dusting and Spraying

An FBO in this category shall:

1. Furnish suitable arrangements for the safe loading, unloading, storage and containment of noxious chemical materials. Further, will have available on call full-time an employee in charge of loading chemicals with all permits, licenses, and certificates required by all government agencies (Federal, State, County and Municipal) for handling insecticides, pesticides, herbicides and defoliants.
2. Furnish a minimum of one (1) aircraft with pilot. The aircraft shall be suitably equipped and licensed for agricultural operations with adequate safeguards against spillage of chemical spray mixtures or materials on runways and taxiways, or dispersal by wind force to other operational areas of the airport.
3. Lease from the Authority an adequate amount of space determined by the Authority in which will be located all required improvements. A suitable contract, approved by the Authority, sharing existing facilities is acceptable.
4. Lease from the Authority or otherwise provide to the satisfaction of the Authority a specific designated area for loading and unloading of application chemicals and for the washing and cleaning of applicable aircraft and/or service storage tanks and vehicles, including an approved method of protecting and excluding the public.

### Category D: Aircraft Sales.

An FBO in this category shall:



1. Establish to the satisfaction of the Authority that the FBO is a bona fide aircraft dealer.
2. Lease from the Authority an adequate amount of space determined by the Authority in which will be located all required improvements. A suitable contract, approved by the Authority, sharing existing facilities is acceptable.

#### **Category E: Aircraft, Engine, Propeller and Accessory Maintenance.**

An FBO in this category shall:

1. Lease from the Authority an adequate amount of space determined by the Authority in which will be located all required improvements. A suitable contract, approved by the Authority, sharing existing facilities is acceptable.
2. Furnish facilities and equipment for airframe and power plant repairs with at least one full time (minimum 40 hours per week) duly certified Federal Aviation Administration A&P Mechanic and such other personnel as may be necessary. Such airframe and power plant repair shall include facilities for both major and minor repair of aircraft and engines used in private aviation in this area.
3. Be capable of removing damaged aircraft, when such aircraft has been released by federal agency and requested by owner, or when so ordered by Authority in the interest of public safety. The equipment used, such as cranes, hoists, dollies and other equipment, is within the sole discretion of the FBO, but the FBO is to be considered liable for damage caused by FBO's negligence in removing said aircraft.
4. Overnight storage of transient aircraft in FBO Category "E" hangar is acceptable to Authority under the following conditions:
  - A. Other flight category FBOs do not have hangars or space is unavailable.
  - B. Insurance covering storage of transient aircraft is in force and certification is furnished the Authority, naming the County as an additionally insured party.

#### **Category F: Radio and Electronics Equipment.**

An FBO in this category shall:

1. Lease from the Authority an adequate amount of space determined by the Authority in which will be located all required improvements. A suitable contract, approved by the Authority, sharing existing facilities is acceptable.
2. Have available on call on a full-time basis a FAA certified technician in the field of aircraft electronics and with proper FCC license to conduct complete aircraft transmitter, receiver and antennae repair.

#### **Category G: Sale of Aviation Petroleum Products and Ramp Service.**

An FBO in this category shall:

1. Maintain the above ground portions of the County provided fuel delivery system, including pumps, hoses, and any other necessary maintenance accessible without having to go below ground level. Maintenance shall include normal fuel monitoring, including, but not limited to any stick dipping of the tank(s) required by Federal, State, or Local Governments. In the event that an FBO owns or leases a private fuel delivery system, said FBO shall maintain the entire system consistent with all

- Federal, State, and local laws, rules and regulations and shall have no obligation to maintain the county owned fuel system.
2. Maintain separate pumping equipment for each grade of fuel meeting all applicable safety requirements with reliable metering devices subject to independent and government inspection and with a pumping efficiency capable of servicing all aircraft using the airport.
  3. There shall be no aircraft fueling directly from a common carrier transport truck.
  4. Post an emergency number to be called after hours with the price of such emergency service.
  5. Lease from the Authority an adequate amount of space determined by the Authority in which will be located all required improvements. A suitable contract, approved by the Authority, sharing existing facilities is acceptable. Demonstrate capability to efficiently and safely conduct or move aircraft to tie-down areas and park them in compliance with all Federal, State and Local regulations and policies.
  6. Be required to install and maintain ground rods and grounding cables with suitable alligator spring clamps, at all fueling locations and on all refueling trucks to reduce danger of static electricity. Extinguishers so approved by State Fire Authority as to size, class and number, will be placed in refueling areas and on refueling trucks to be readily accessible in case of fire. One extinguisher is not considered adequate. "No Smoking" signs shall be clearly posted at each site.
  7. Authority shall make reasonable efforts to maintain the below ground portion of the fuel delivery system. Authority shall not be liable to the FBO for other than actual damages, and then only in the event of gross negligence, recklessness, or intentional interference with the FBO's ability to utilize the below ground portion of the fuel delivery system.

**Category H: Flying Clubs.**

1. A flying club is defined as a non-profit organization, the members of which have an investment interest in the aircraft and other capital equipment owned or controlled by the club. The Civil Air Patrol shall also be considered to be a flying club. In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage navigation, and an awareness and appreciation of aviation requirements and techniques, flying clubs are authorized to operate at the Airport.
2. The following requirements pertain to all flying clubs desiring to base their aircraft on the airport and be exempt from the Minimum Standards:
  - a. Each club must be organized and recognized by the Authority as a flying club. Each member must be a bona fide owner of an aircraft or owner of an interest in the organization. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance and replacement of its aircraft. The club shall file and keep current with the Authority a complete list of the club's membership and investment share by each member.
  - b. The club's aircraft shall not be used by other than bona fide members and by no one for commercial operations as defined by Category "A" through "I" herein.
  - c. In the event that the club fails to comply with these conditions, the Authority

shall notify the club in writing of such violations. If the club fails to correct the violations within fifteen (15) days, the Authority may take any action deemed advisable.

- d. Each aircraft owned or leased by the flying club must have aircraft liability insurance coverage for the following amounts:

General Liability	\$1,000,000
Property Damage	\$100,000

**Category I: Authorized Operator.**

An aeronautical service provider in this category shall:

1. Be prohibited from engaging in any of the activities of an FBO defined by Categories "A" through "G", except those specifically delineated by the Authority in the facilities use contract between the Authority and the Authorized Operator. Said authorization constitutes a contract between the Authority and the Authorized Operator, and may be renewed or canceled at the discretion of the Authority.
2. Lease from the Authority an adequate amount of space determined by the Authority in which will be located all required improvements. A suitable contract, approved by the Authority, sharing existing facilities is acceptable.
3. Shall be responsible for compliance with all of the requirements of an FBO in the same category, except as may be specifically withdrawn by the Authority in the facilities use contract. Authorized Operator shall be required to provide fees to the Authority, and/or services to the Airport, so that a level playing field will exist between Authorized Operators and FBOs operating in the same category.