

**Title 11
AIRPORT**

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- 11.05 Airport Activities**
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**Chapter 11.05
AIRPORT ACTIVITIES**

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11.05.010 Definitions.

- (1) “Airport authority” or “authority” is defined as the city of Burns.
- (2) “Airport tenant” is defined as any person, group or entity leasing property at the Burns Airport which is not a fixed base operator. An airport tenant may hangar his aircraft on his leased property subject to the provisions of category “H” hereof, or conduct any other legal business for which a license is granted, and which does not conflict with aeronautical activities.
- (3) “Commercial activity” shall mean the use of the airport by any person, group, or entity as a base for the conducting of commercial activities for compensation including the carrying for hire of passengers, freight, express or mail; paid instruction in aviation or any aviation-related field; the sale of aviation supplies and materials; aircraft rental, sales, maintenance or service; or for any other aviation or nonaviation commercial activity including the sale of refreshments or any commodity or service.
- (4) “NTSB” shall stand for or be defined as the National Transportation Safety Board.
- (5) “FAA” shall be defined as the Federal Aviation Administration.
- (6) “FBO” shall be defined as a fixed base operator, which shall be defined as any person, group, or entity performing any of the functions or furnishing any of the services as hereinafter set out for fixed base operators at the Burns Airport. No person, group, or entity shall engage in any commercial activity as an FBO as herein defined unless the same is done in full compliance with the standards, rules, and regulations herein set forth, and any amendments or revisions hereof. [Ord. 633 § I, 1986]

11.05.020 General rules for fixed base operators and airport users.

- (1) No aeronautically associated service, operation, or activity shall be offered or performed for compensation at the Burns Municipal Airport without a license for such service, operation, or activity having first been obtained from the city of Burns; aeronautical activities of scheduled airlines or commercial flights originating outside Harney County, Oregon, or flights not of a commercial nature are exempt from this provision.
- (2) The following minimum standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operation of the Burns Airport, and 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. Further, to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations, and to assure to all lessees the availability of airport property on fair and reasonable terms without unjust discrimination.
 - (a) All fixed base operators and airport tenants shall protect the public generally, the customers of

such FBO, and the city of Burns from any and all damages, claims or liability and shall carry comprehensive general liability insurance in a company authorized to do business in the state of Oregon with limits of not less than \$100,000 per person, \$300,000 for each occurrence for personal injury, and \$100,000 property damage with the city named therein as additional party insured, and a certificate of insurance thereof shall be furnished to the authority. It is further understood that as circumstances in the future dictate, the authority may require an increase in bodily injury and property damage insurance.

(b) To be eligible for a license, a fixed base operator shall satisfy the authority that it is technically and financially able to perform the services of a fixed base operator by furnishing such documentation as the authority shall deem necessary.

(c) Any person, group, or entity which meets the minimum standards set forth herein for any of the stated FBO categories is eligible to become, and the city shall issue a license as an FBO at the airport contingent upon the execution of a written lease of not less than five years containing such terms and conditions as may be determined by the authority. An FBO or airport tenant shall not engage in any business or activity on the airport other than that authorized under its particular category or categories. Any FBO desiring to extend its operation into more than one category shall first apply in writing to the airport authority for permission to do so, setting forth in detail the reasons and conditions for the request. The airport 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. Each FBO shall provide its own buildings as appropriate to its category or categories of operation, personnel and equipment, and other requirements as herein stated upon land leased from the authority.

(d) All operators shall abide by and comply with all applicable federal, state, county and city laws, ordinances and regulations.

(e) The provisions of these standards shall in no way negate or cause to be null or void existing leases with FBOs or airport tenants at the Burns Airport. Upon the adoption of these standards, any new leases entered into and any amendments to existing leases shall be in accordance with the standards.

(3) User Fees. In addition to rental and license fees established in any lease or ordinance pertaining to airport property, the city shall, from time to time, establish "user fees" by ordinance, setting out additional charges for specified uses of the airport or portions thereof. Failure of airport users to pay said user fees shall be a breach of any lease agreement between said user and the authority, and grounds for suspension of said user's privilege to use said airport or any part thereof. [Ord. 633 § II, 1986]

11.05.030 Fixed base operator requirements.

Fixed base operators shall lease from the city a parcel of land pursuant to this chapter and provide thereon a building with a minimum of 400 square feet for classroom, office space, restrooms and shall provide adequate parking space for customers. Neither temporary structures nor the airport terminal building shall be used by any FBO to comply with the requirements of this chapter. Licensed fixed base operators except for the category of crop dusting and spraying shall provide all facilities, equipment and services contained in subsections (1) through (5) of this section.

(1) Flight Instruction and Aircraft Rental. A fixed base operator shall:

(a) Have and maintain a minimum of one instructor pilot with appropriate and current FAA pilot and medical certificates.

(b) Provide and at all times maintain a minimum of one aircraft owned or leased by and under the exclusive control of this FBO, which are properly equipped and FAA-certified for flight instruction and rental.

(c) Demonstrate the continuing ability to meet requirements for certification of flight instructor personnel and aircraft by the FAA.

(d) Assure that personnel operating rental equipment obtained from the subject FBO have appropriate and current FAA pilot and approved medical certificates.

(2) Aircraft Charter and Air Taxi. A fixed base operator shall:

(a) Have available on a full-time employment basis a minimum of one FAA-certified pilot with current commercial and instrument ratings and approved medical certificate.

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(b) Provide satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing and ground transportation for passengers to their destination.

(c) Provide and at all times maintain at least one currently certified and continuously airworthy aircraft, owned or leased by and under the exclusive control of this FBO, which shall be properly certified for air charter or air taxi service.

(d) Lease from the authority sufficient land on which to locate all required improvements.

(3) Aircraft Sales. Fixed base operator shall:

(a) Have at least one qualified demonstrator pilot employed with current and appropriate FAA pilot and approved medical certificates.

(b) Lease from the authority sufficient land on which to locate all required improvements.

(4) Aircraft, Engine, Propeller and Accessory Maintenance. Fixed base operator shall:

(a) Lease from the authority or provide under terms agreeable to the authority for his exclusive use a minimum of 2,500 square feet of hangar, shop, storage space and restrooms.

(b) Furnish facilities and equipment for airframe and power plant repairs with at least one FAA-certified A & P Mechanic and other support personnel. Such airframe and power plant repair shall include facilities suitable for both major and minor repair of aircraft and engines used in private aviation.

(c) If so specified in the lease, and as authority's agent, demonstrate the ability to assume responsibility for promptly removing from the public landing area, as soon as permitted by cognizant FAA and NTSB authorities, any disabled aircraft.

(d) Lease from the authority sufficient land on which to locate all required improvements.

(e) A FBO in this category may engage in the buying and selling of new and used aircraft, aircraft parts and equipment; however, for aircraft sales, FBO must comply with requirements of subsection (3) of this section, Aircraft Sales.

(5) Radio and Instrument. Fixed base operator shall:

(a) Lease from the authority sufficient land on which to locate all required improvements; lease from the authority or provide under terms agreeable to the authority for its exclusive use a minimum of 200 square feet of shop and storage space.

(b) Have available on a full-time basis FAA-certificated technicians in the field of aircraft electronics and/or aircraft instruments with proper FCC license to conduct complete aircraft transmitter, receiver and antenna repair.

(c) Provide satisfactory arrangements for access to and storage of aircraft being worked on.

(6) Crop Dusting and Spraying. A fixed base operator shall:

(a) Furnish suitable arrangements for the safe loading, unloading, storage and containment of noxious chemical materials.

(b) Furnish a minimum of one aircraft with pilot. The aircraft shall be suitably equipped 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. The pilot shall have appropriate and current FAA pilot and approved medical certificates.

(c) Lease from the authority sufficient land on which to locate all required improvements, or arrange with an FBO for use of the required facilities.

(d) Use designated areas, FBO facilities, or approved wash down facilities only for safe disposal of toxic chemicals or other matter used in connection with crop dusting or spraying activities.

(e) Furnish proof of insurance required under BMC 11.05.020(2)(a). [Ord. 633 § III, 1986]

11.05.040 Flying clubs.

(1) Flying clubs shall:

(a) The following requirements pertain to all flying clubs desiring to base their aircraft on the airport and be exempt from the minimum standards. Each flying club must obtain an operating license from the airport authority.

(b) Each club must be a nonprofit corporation or partnership. Each member must be a bona fide equal co-owner of the aircraft or an equal stockholder in the corporation. 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 airport authority a complete list of the club's membership and investment share held by each member. In addition, said books shall be available for inspection by the airport authority to determine-compliance with this provision.

(c) The club's aircraft will not be used by other than bona fide members. The club's aircraft will be used by no one for commercial operations as defined by Categories A, B, or F.

(d) In the event that the club fails to comply with these conditions, the airport authority will notify the club in writing of such violations. If the club fails to correct the violations within 15 days of said notice, the airport authority may take any action deemed advisable by the airport authority, including suspension of said club's license.

(e) Each aircraft owned by a flying club must have aircraft liability insurance coverage for the following amounts:

Bodily injury	\$100,000 each person \$300,000 each occurrence
Property damage	\$100,000 each occurrence

(2) Airport Tenant. An airport tenant shall:

(a) Lease from the authority or provide under terms agreeable to the authority sufficient land for its exclusive use which shall be improved in accordance with the airport master plan, or set forth in a lease agreement.

(b) Provide authority proof of insurance as required in this chapter or in any written agreement between said tenant and the authority.

(c) Abide by all applicable laws and regulations of governmental entities. [Ord. 633 § IV, 1986]

11.05.050 Lease guidelines.

(1) All building construction required of such operators shall be in accordance with design and construction standards established by the State Commercial Building Code and the airport master plan. All operators shall be required to furnish the authority payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the authority.

(2) All FBOs shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them before same become past due or delinquent, as well as all taxes and assessments against the personal property used by them in their operations.

(3) All operators shall provide and pay for all lights, gas, electrical current, water, sewer charges and garbage collection charges used or incurred anywhere in or about the leased premises, and shall pay the charges made therefore by the suppliers thereof promptly when due.

(4) No FBO or tenant shall sublease or sublet any premises leased by such operator from the airport authority, or assign any such lease, without the prior written approval of the authority, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.

(5) In the event the lessee sublets any portion of its lease, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the authority in seeing that these standards are complied with. The sublessee shall immediately comply with requests or directions of the authority as they relate to the enforcement of these standards.

(6) Leases to FBOs and airport tenants shall be limited to a maximum of 20 years.

(7) The lessee shall remove from the airport or otherwise dispose of in a manner approved by the airport authority all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Said lessee shall keep and maintain its leased premises in a neat and orderly manner; lessee shall keep the grass cut and the buildings painted. Any garbage or debris or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight-fitting covers and to be of a design safely and properly to contain whatever may be placed therein. The lessee shall use extreme care when

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effecting removal of all such waste.

(8) The authority reserves the right to enter upon any premises leased to FBOs during regular business hours for the purpose of making such inspections as it may deem expedient, to the proper enforcement of these minimum standards and for the proper enforcement of any covenant or condition of any FBO's contract or lease agreement.

(9) The lease agreement shall adequately describe the specific portion of the airport property leased. The lease shall provide the lessee the right to ingress and egress to and from the leased area.

(10) Rights and privileges granted to lessee shall include the following:

(a) The nonexclusive right to conduct certain specified aeronautical activities at the airport. (FBO leases only.)

(b) The nonexclusive right to use, in common with others, all public airport facilities and improvements of a public nature which are now, or may hereafter be connected with, or appurtenant to, the airport, including, but not limited to, landing, taxiing, parking areas and other common use facilities.

(c) The right to construct facilities such as hangars, ramps, office, shop, buildings, improvements required in connection with the services to be provided.

(11) Obligations assumed by lessee shall include the following:

(a) To operate the premises leased for the use and benefit of the public.

(b) To furnish said service on a fair, equal and nondiscriminatory basis to all users thereof.

(c) To charge fair, reasonable and nondiscriminatory prices for each unit or service; provided, that the lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) The lessee, for itself, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

(i) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(e) That the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation, of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(f) That in the event of breach of any of the preceding nondiscrimination covenants, the authority shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

(g) To provide and maintain sufficient fixtures and equipment to meet public demand for services offered.

(h) To provide and maintain an adequate staff of employees with skills, licenses and certificates appropriate to the activities conducted.

(i) To operate during specified minimum hours and to conform to all rules, regulations, FBO's standards and ordinances adopted by the lessor or other governmental bodies, including, but not limited to, safety, health and sanitary codes.

(j) To meet indemnity and insurance minimums.

(12) Rights and privileges reserved to the lessor shall include:

(a) The right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the lessee, and without interference or hindrance (FBO leases only).

(b) The right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of lessee in this regard.

(c) 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 lessee from erecting or permitting to be

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erected any building or other structure on the airport which, in the opinion of the lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(d) The right to temporarily close the airport or any of the facilities thereon for maintenance, improvement or for the safety of the public.

(e) The right to approve or deny any sublease of the premises leased.

(13) Other rights and obligations of the lessee and lessor which shall be set out in leases unless addressed by current ordinances:

(a) Who shall maintain leased area.

(b) Who shall provide utilities (such as heat, electricity, water, etc.) to the leased area and who is to pay charges therefor.

(c) The disposition of structures and improvements erected by the lessee upon expiration of lease or assignment to another.

(d) The period of the lease and whether options for renewal are to be granted.

(e) The amount of the rent to be charged and method of computation; i.e., flat rate payable monthly, yearly, or based upon lessee's gross or net sales, or income from the property.

(f) Provisions for termination and surrender of lease, including:

(i) Grounds on which lease may be terminated.

(ii) Rights and obligations of parties upon termination.

(iii) Obligation of lessee to surrender premises upon termination.

(iv) Right of lessor to re-enter premises upon termination.

(g) Provisions for breach of covenants, including:

(i) Procedure by which either party is to give other party notice of breach.

(ii) Length of time allowed to remedy breach.

(iii) Method of settling dispute as to whether breach has occurred.

(h) Provisions covering fire damages to premises, including:

(i) Responsibility for restoration and/or repair of damaged premises.

(ii) Time allowed for restoration and repair.

(iii) Abatement of rent if premises rendered untenable by action of lessor.

(iv) Termination of lease due to total destruction of premises caused by fire or other disaster; liability for rental.

(14) Other provisions that should be included in lease agreement:

(a) It is clearly understood by the lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair), that it may choose to perform.

(b) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958 or for aeronautical activities such as but not limited to:

(i) Charter operations.

(ii) Pilot training.

(iii) Aircraft rental.

(iv) Aerial photography.

(v) Crop dusting.

(vi) Sale of aviation petroleum products.

(vii) Air carrier operations.

(viii) Aircraft sales, and service incidental thereto.

(ix) Any other activity which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

(15) Any lease shall be subordinate to the provisions of any existing or future agreement between lessor 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.

(16) During time of war or national emergency, lessor shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

(17) In the event that the lessee or sublessee fails to comply fully with these standards or fails to comply with the request or direction of the authority as it relates to these standards, said lessee or sublessee shall be in default. If said default continues for more than 15 calendar days after notice of said default, the authority may terminate the lease. Said lessee is responsible for the performance of the sublessee. [Ord. 633 § V, 1986]

11.05.060 Fuel sales and fuel flowage fees.

No FBO, tenant or other airport user shall sell or provide fuel for aircraft on the Burns City Airport except as allowed in this chapter.

(1) Any FBO continuously licensed as such since December 27, 1978, which was previously allowed fuel sales under the provisions of Ordinance No. 486 of the city of Burns shall, for 15 years from January 1, 1986, be entitled to furnish aircraft fuel purchased from the city for its own aircraft and for its regular fuel customers as of said date, up to 14,000 gallons annually. Any FBO qualifying under this subsection shall for the same period of time be entitled to purchase aircraft flight fuel from the city of Burns in 1,000 gallon lots or greater, up to 14,000 gallons annually at the city's cost, including any and all federal or state taxes imposed upon the sale of said fuel, plus 10 cents per gallon; any such FBO may keep said fuel on the airport in a tanker truck which meets all federal or state regulations for dispensing of flight fuel.

(2) No other FBO, lessee or airport user shall have the right to provide its own flight fuel for its own aircraft or for any other person or entity on the Burns City Airport. All such fuel sold or provided on the airport shall be purchased from the city of Burns.

(3) Any FBO qualifying and providing fuel under the provisions of subsection (1) of this section, shall indemnify, defend and hold the city of Burns harmless from any claim or liability arising out of said FBO's sales of stored fuels or incidents or accidents involving said stored fuels.

(4) Any governmental entity, whether federal or state, which provides aircraft fuel on the Burns City Airport shall pay a fuel flowage fee of \$0.05 per gallon on any such aviation fuel delivered to or on the Burns City Airport, whether provided by a fuel distributor or such governmental entity directly. The provider of any such aviation fuel shall within 20 days after the delivery of same provide a full and detailed accounting of any such fuel provided to the city through the office of the airport manager and pay said fuel flowage fee within 20 days of the provision of said fuel. Enforcement of this section may be by suit in any court of competent jurisdiction and in any such suit the city of Burns shall be entitled to recover reasonable attorney fees incurred to be set by said court. In addition to collection of said fuel flowage fee, the city of Burns shall be entitled to a civil penalty of not more than \$1,000 for each violation of this section. [Ord. 633 § VI, 1986]

11.05.070 Revocation of license.

The common council of the city of Burns may summarily revoke the license of any licensee who shall fail to comply with any terms, conditions or requirements hereof within 10 days after the council shall have given said licensee written notice of such noncompliance. The common council may summarily revoke the license of any licensee, without notice, if there is repeated noncompliance with the same term, condition, or requirement hereof after having given notice on prior occasions.

A licensee may appeal a license revocation to the common council of the city of Burns upon filing written notice of appeal with the city clerk of said city and within 10 days after a revocation. The council shall hear that appeal at the next regular council meeting following the giving of notice and said hearing may be continued from time to time by said council. [Ord. 633 § VII, 1986]

11.05.080 Amendment of provisions – FBO economic detriment prohibition.

This chapter shall not be amended, modified or repealed to the economic detriment of any FBO

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within 15 years without the unanimous consent of all FBOs who are qualified and licensed under this chapter unless such changes are required by the FAA; following said 15-year period, no modifications will be made in said chapter which violate the letter or the spirit of FAA requirements for similar airports, or which are likely to have a substantial adverse economic impact on the then existing FBOs, or which may result in giving any party an unfair competitive advantage over any existing FBOs. [Ord. 633 § VIII, 1986]

11.05.090 Reservations to city.

City may contract with an airport manager with compensation based on a percentage of fuel and oil sales. In addition to such sales, the manager may sell or provide lubricants, coolants and other fluids, and the city may lease land, tie-downs, and hangars, maintain one or more A.P.I. automobiles at the terminals, and charge tie-down fees. The manager will not market supplies or furnish services in competition with any FBO except as permitted by this section. In addition, the airport manager may provide pre-heater service and jump starting service between the hours of 6:00 p.m. and 8:00 a.m. only. [Ord. 633 § IX, 1986]

11.05.100 Separate offense.

Each violation of a provision of this chapter shall constitute a separate offense. [Ord. 633 § X, 1986]

11.05.110 Penalty.

Any person, group or entity violating any section of this chapter, upon conviction thereof, shall be punished by imprisonment in the city jail for a period not to exceed 100 days, or by a fine not to exceed \$1,000, or both such fine and imprisonment. [Ord. 633 § XII, 1986]

11.05.120 Civil proceedings.

Any violation of any provision of this chapter which has continued for more than 10 days may be enjoined by the maintenance of civil proceedings in addition to penal enforcement. [Ord. 633 § XIII, 1986]

Chapter 11.10
AIRPORT CHARGES AND USER FEES

Sections:

- 11.10.005** **Charges established.**
- 11.10.010** **Flowage fee.**
- 11.10.020** **Into aircraft fee.**
- 11.10.030** **Site fee.**
- 11.10.040** **Tie-down fees.**
- 11.10.050** **Private “T” hangar lease.**
- 11.10.060** **“T” hangar lease.**
- 11.10.070** **Ground lease.**
- 11.10.080** **City’s right to negotiate fees.**

11.10.005 **Charges established.**

The following rates shall hereafter apply to users of the Burns Municipal Airport. [Ord. 757, 2002]

11.10.010 **Flowage fee.**

This fee is applied to fuel pumped directly from a fuel supplier delivery vehicle into a customer’s fuel truck or holding tanks when on airport property. A “fuel supplier” would be a company such as Valley Oil, Chevron, Air BP, etc. The fee calculated by the number of gallons brought onto airport property, and payable by the seller. Amount: \$0.05/gallon. [Ord. 757 § 1, 2002]

11.10.020 **Into aircraft fee.**

This fee is applied to fuel pumped into an aircraft from a fueling truck. It is only calculated when the flowage fee has not been applied or the fuel was not purchased from the airport. This situation would occur if the fuel was purchased or transferred from off airport property and then brought onto the airport and delivered into an aircraft. The fee would be calculated by the number of gallons brought onto the property, and payable by the seller. Amount: \$0.05/gallon. [Ord. 757 § 2, 2002]

11.10.030 **Site fee.**

This fee is applied to locations used by operators on a temporary basis, normally less than 30 days. Site fees apply to areas used by an operator for fueling, staging of aircraft, parking of aircraft service vehicles, tents, or RVs for crew usage. The most likely scenario is a helicopter crew based on the airport for fire fighting activities. This fee does not apply to property already under lease. Amount: \$10.00/day per site, plus \$10.00/day/aircraft, plus \$5.00/day for each support vehicle, trailer, campsite or motor home. If all fuel (20 gallons per aircraft minimum/day) is purchased from airport, the fee for aircraft parking will be waived. Areas used are not to exceed 100 feet by 100 feet. Sites exceeding this size will accrue an additional \$10.00/day charge for the additional area. Other guidelines concerning usage may apply. Any site cleanup necessary, including but not limited to hazardous material spills and garbage pickup, is the responsibility of the site user. The site must be returned to its original condition after use. Reasonable damage to grass and compaction of soil is expected and is not a condition that requires correction by the user. Other leased properties located on the airport are the sole responsibility of the lessees and may not be infringed upon by other users on the airport. [Ord. 757 § 3, 2002]

11.10.040 **Tie-down fees.**

Tie-down fees for daily use are \$3.00/day and \$5.00/day for twin engine aircraft. Tie-down fees for those storing their aircraft are \$20.00/month. Daily tie-down fees would be waived with the purchase of fuel. [Ord. 757 § 4, 2002]

11.10.050 **Private “T” hangar lease.**

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Rental for privately owned "T" hangars is \$0.04/square foot/year beginning January 1, 2003. On January 1, 2005, there will be an increase of \$0.01/square foot/year. On January 1, 2007, there will be an increase of \$0.01/square foot/year. [Ord. 757 § 5, 2002]

11.10.060 "T" hangar lease.

City-owned "T" hangars are leased for \$25.00/month. [Ord. 757 § 6, 2002]

11.10.070 Ground lease.

The lease rate for airport property currently leased (bare ground) is \$0.04/square foot/year. On January 1, 2005, the lease rate for airport property will be increased to \$0.05/square foot/year. On January 1, 2007, the lease rate for airport property will be increased to \$0.06/square foot/year.

The rental rate for new ground leases shall be \$0.06/square foot/year. [Ord. 757 § 7, 2002]

11.10.080 City's right to negotiate fees.

In the event of unusual circumstances, the city reserves the right to negotiate a rate or fee that is different from rates or fees set out above at its discretion. [Ord. 757, 2002]