

Exhibit "A"

# Grant County International Airport

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## **RULES & REGULATIONS** and **Minimum Standards for** **Commercial Aeronautical Activities**

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**UPDATED January 2015**

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## Forward

The Grant County International Airport Rules and Regulations contained herein have been adopted for the orderly, safe and efficient operation of the Grant County International Airport. Minimum Standards for Aeronautical Activities have been made a part of the Rules and Regulations. The Minimum Standards have been developed in accordance with **FAA Advisory Circular (AC) 150/5190-7 - Minimum Standards for Commercial Aeronautical Activities** (as amended). The Airport has been provided for the use and enjoyment of the public. It is the interest and intent of the Commissioners of the Port of Moses Lake and the Airport Management that those using the facilities and services will cooperate in keeping the Airport safe, clean and orderly.

The Airport Management welcomes any comments or suggestions.

***SAFETY IS JOB ONE, FOR EVERYONE.***

# **RULES & REGULATIONS FOR THE GRANT COUNTY INTERNATIONAL AIRPORT**

## **CHAPTER I GENERAL PROVISIONS**

### **SECTION A – GENERAL**

1. These Rules and Regulations shall supersede all previous Rules and Regulations of the Grant County International Airport.
2. The Port reserves the right to make any additions, deletions or corrections to these Rules & Regulations which may be considered necessary for the safety of aircraft operations or of personnel using the Airport.
3. In any instance in which these Rules may be or become inconsistent with Federal Aviation Regulations, or any other governmental agency, then these Rules shall be void as to the conflict. No part of these Rules shall be construed as license or authorization to deviate from Federal Aviation Regulations.
4. The Rules are promulgated under the power granted by Washington State Municipal Airports Act of 1941 and 1945, R.C.W. 14.08, which specifically grants the power to the authority to "Provide Rules and Regulations Governing the Use of such Airport and Facilities."

### **SECTION B - DEFINITIONS, AS USED IN THESE RULES AND REGULATIONS**

#### **Port of Moses Lake**

1. **COMMISSION**  
The Commissioners of the Port of Moses Lake.
2. **PORT**  
The Port of Moses Lake, Grant County, Washington, and various properties and facilities that it owns and governs, including the Grant County International Airport. In the discussion relative to leases, the Port is also referred to as the Lessor.
3. **AIRPORT**  
Grant County International Airport and all the area, buildings, facilities and improvements within the exterior boundaries of the Airport as it now exists or as it hereafter may be extended as delineated on the current Airport Layout Plan formally approved by the FAA.
4. **AIRPORT/EXECUTIVE DIRECTOR**  
The official and his/her representative appointed by the Port Commission, to manage, superintend, control and protect the Airport. He/she shall at all times have authority to take such action as may be necessary for handling, policing, protecting and safeguarding the public while present at the Airport and to regulate vehicular traffic on the Airport. The

Airport/Executive Director may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety, subject to the review of such action by the Executive Director and the Port Commission. He/she shall engage in activities relating to Airport planning and property management and will exercise executive, administrative and ministerial power over the various Port properties including the Airport.

5. PERSON

Any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof. In the discussion relative to leases, the Person is also referred to as the Lessee.

**Aviation, Aeronautical, General Terminology**

1. AERONAUTICAL ACTIVITY – Any activity conducted at airports which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultralight operations, aircraft flight testing, unmanned aerial systems, aircraft sales and service, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and aircraft storage.
2. AERONAUTICAL INFORMATIONAL MANUAL (AIM) – The official FAA guide to basic flight information and air traffic control procedures with references to applicable Federal Air Regulations (FAR).
3. AERONAUTICAL SERVICE  
Services provided by ASP may include the sale and dispensing of fuel, line services, aircraft parking and tiedown, pilot and passenger facilities, airframe and power plant maintenance, aircraft sales and rental, pilot instruction, and air charter.
4. AERONAUTICAL SERVICE PROVIDER (ASP) [(formerly fixed base operator (FBO))  
Any person, firm, partnership, corporation, association, limited partnership, or any other legal entity, duly licensed and authorized by written agreement with the Airport to provide specific aeronautical services at the Airport, under strict compliance with such agreement and pursuant to these standards and airport regulations. See also Specialized Aviation Service Operations (SASO).
5. AIRPORT OPERATIONS AREA (AOA)  
Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An airport operations area includes such paved or unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.

6. AIR CARRIER  
A person who undertakes directly by lease, or other arrangement, to engage in air transportation.
7. AIRCRAFT MOVEMENT AREA  
The runways, taxiways, and other areas of an airport that are used for taxiing/hover taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
8. AIRPORT CERTIFICATION MANUAL (ACM)  
The ACM addresses all the FAR Part 139 requirements that apply to the airport. It contains operating procedures, equipment descriptions, responsibility assignments and any other information that the airport is required to comply with under Part 139.
9. AIRPORT LAYOUT PLAN (ALP)  
The scaled drawing approved by FAA- and the Port that depicts existing and planned (future) airfield facilities, aviation and non-aviation use facilities/structures, and current/future airport property lines. Airport Layout Plans are periodically updated, either as part of an airport master plan update or as an “As-Built” ALP following major projects.
10. AIRPORT SECURITY PROGRAM  
Is a program that establishes guidelines for the security of the Airport Operations Area (AOA) in accordance to FAR Part 107 for FAR Part 139 certificated airports. It is also a security program approved by Transportation Security Administration in accordance to FAR Part 1542 and 1544 for airports with Air Carrier service.
11. ATCT  
Grant County Air Traffic Control Tower.
12. F.A.A.  
Federal Aviation Administration.
13. F.A.R.  
Federal Aviation Regulation (FAR) are regulations established by FAA under the Code of Federal Regulations (CFR), Titles 14 and 49) for commercial and non-commercial civil aviation.
14. FIXED BASE OPERATOR (FBO) - see Aeronautical Service Provider
15. FUEL  
Aviation fuels and/or petroleum products as defined in an operator’s lease agreement.

16. FUELING OPERATIONS  
The dispensing of aviation fuel into aircraft, fuel storage tanks or fueling vehicles.
17. LEASE  
A conveyance of real property rights for occupancy or use of land and improvements as expressed in a written agreement.
18. LICENSE  
For the purposes of these standards, a conveyance of personal rights (not real property) under the airport operator's proprietary interests, for occupancy or use of property to engage in an activity.
19. MASTER PLAN  
The airport master plan represents short and long-range planning for the airport and is used to review existing conditions, forecast future demand, and define future aviation and non-aviation needs. Airport master plans are periodically updated to meet FAA requirements.
20. MINIMUM STANDARDS  
The standards which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.
21. PERMIT  
For the purposes of these standards, a conveyance of personal rights (not real property) under the airport operator's police powers to ensure minimum standards of health/safety for occupancy or use of property or permission to engage in an activity.
22. RAMP PRIVILEGE  
The driving of a vehicle upon aircraft parking/operations areas (non-movement areas not requiring ATCT/Ground Control Clearance) of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity (See Airport Rules and Regulations for requirements and procedures).
23. SPECIALIZED AVIATION SERVICE OPERATIONS (SASO)  
SASOs are single-service providers or special FBOs performing less than full services. Examples include aircraft sales, flight training, aircraft maintenance, or avionics services.
24. TSA  
Transportation Security Administration - Department of Homeland Security.

## **SECTION C - GENERAL OPERATIONS**

### **1. AIRPORT ACTIVITIES**

All activities or business on the Airport shall be conducted in conformity with these Rules and Regulations, amendments, supplements, changes and additions hereto which may hereafter be adopted by the Port.

### **2. AIRPORT SECURITY AND BADGING**

Any persons or personnel working within the limits of the airport security fence (airport operations area or AOA) are required to be authorized by the Airport/Executive Director or his/her Designee, after passing a background screening process with local and federal authorities. A "Security Identification" badge will be issued when an acceptable background clearance has been received. Application of access shall be made a minimum of fifteen (15) days prior to planned access. Application access procedures will be determined by the Port. All persons or personnel who do not pass the background screening process shall not be allowed inside the fence (AOA). The Port has sole authority for issuing access authorization. The applicant is responsible for all fees associated with security background checks and badging.

### **3. RISK AND RESPONSIBILITY**

All persons shall use this Airport at their own risk. The Port assumes no responsibility for injury or damage to persons or property stored on or using the Airport facilities by reason of fire, theft, vandalism, collision or acts of nature, nor does it assume any liability by reason of injury to persons while on, or using the Airport or its facilities.

### **4. OBLIGATION OF USER**

The use of the Airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to abide by or obey all of the regulations herein provided.

### **5. RECOGNITION OF THESE RULES AND REGULATIONS**

All persons licensed to do business on or conducting operations of any kind on the Airport shall keep a current copy of these Rules and Regulations in its office or place of business and make it visually available to all persons. Further, it shall be the responsibility of each "operator" to fully acquaint his/her clients and/or employees with these Rules and Regulations. Failure to abide by these Rules and Regulations will be grounds for expulsion from and denial of further use of the Airport and/or its facilities subject to review by the Port.

### **6. PUBLIC USAGE**

The Airport shall be open for public use at all times, subject to regulation or restriction due to weather, conditions of the landing area, the presentation of special events and like causes as may be determined by the Airport/Executive Director, and revocation of the right to use for violation of these Rules and Regulations as herein provided.

7. COMMON USE AREAS

The following are designated as common use areas: Landing areas, markers, lights and other visual aids for aircraft guidance; electronic communication equipment and structures or mechanisms having a similar purpose for guiding, disseminating or controlling aircraft; together with such aprons, ramps and aircraft parking areas shall be held for use, in common, by all persons flying or operating aircraft on the Airport. These areas shall be kept clear unless specifically assigned by the Airport/Executive Director. No person shall use any common use area for parking, storing, repairing, servicing or fueling aircraft or for any purpose other than flying and operating aircraft unless prior consent or authorization has been obtained from the Airport/Executive Director. Common use areas are subject to change.

8. RESPONSIBLE USE

The Port may, at any time, take such action as may be deemed necessary in order to safeguard the public or property on the Airport. Any person causing damage of any kind to the Airport, or any fixtures thereof, shall be liable for such damage, to the Port.

9. SPECIAL EVENTS

Special events such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the Airport shall be held only upon prior approval of the Airport/Executive Director and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport/Executive Director.

**SECTION D - USE OF FACILITIES**

1. PERMIT FOR USE OF FACILITIES

No person shall use the Airport as a base or terminal for commercial aviation activities or conduct any business or concession upon the Airport or upon any land acquired by the Port for use in connection with said Airport, or upon or in any of the buildings, structures, land, parking places, walkways, roadways or other facilities used or operated in connection with said Airport, without first entering into a lease or use agreement approved by the Port.

2. SOLICITING

No person shall solicit funds for any purpose on the Airport without permission of the Airport/Executive Director.

3. ADVERTISEMENTS

No person shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Airport without the prior approval of the Port and/or Airport/Executive Director, and only in such a manner as prescribed, except within leased buildings.

4. NO FIREARMS OR HUNTING

No persons shall hunt for game nor carry firearms, explosives, or incendiary materials, or discharge any firearm or other explosive on Airport property except authorized law enforcement officers and members of the armed forces of the United States, on official duty.

POSSESSION EXCEPTION:

- A. Port staff or contractors for the purposes of animal/wildlife control.
- B. Persons transporting hunting weapons, or maintaining weapons in aircraft survival kits, or those persons lawfully permitted to carry firearms.

These conditions are elements of Federal law. By law persons are not even permitted to joke about the presence of firearms and/or explosives. This pertains particularly to the sterile security screening process. For activities involving firearms, such as rifle/pistol clubs and trap/skeet ranges, the requirements, restrictions and conditions shall be set forth in a lease/use agreement between the Port and an official representing the activity.

5. DELINQUENT PAYMENTS

Any person delinquent in payment for the use of Airport facilities may be removed from the Airport and denied further usage until such delinquency is corrected. The Port reserves the right to exercise all those rights and remedies provided to it by Chapter 14.08 of the Revised Code of Washington, or other applicable or hereafter amended R.C.W.s.

6. PETS

All pets must be under the custody and control of the tenant or the owner.

7. INTOXICATION

No person under the influence of liquor or narcotic drugs shall operate a motor vehicle or aircraft of any kind on the Airport. Violators will be subject to citation and/or arrest by law enforcement authorities.

8. DISORDERLY CONDUCT

No person shall commit any disorderly, obscene or indecent act or commit a nuisance on the Airport. Violators will be subject to citation and/or arrest by law enforcement authorities.

9. EXPLOSIVES

The loading, unloading and transporting of explosives or incendiary materials will be accomplished in designated areas and routes prescribed and approved by the Airport/Executive Director. Prior notification is required.

10. PRESERVATION OF PROPERTY

No person shall:

- A. Dispose of garbage, refuse or other waste material on the Airport except in the manner prescribed and in the receptacles provided for that purpose.
- B. Burn trash or refuse on the Airport at any time without prior approval of the Airport/Executive Director.
- C. Use a comfort station in other than a clean and sanitary manner, and only in conjunction with a construction project, or special event.

- D. Destroy, injure, deface or disturb in any way any buildings, signs, equipment, markers, or other structures, flowers, lawn or other public property on the Airport.
- E. Trespass on lawns and any agricultural areas of the Airport whether summer fallow or planted for harvest.
- F. Abandon any personal property on the Airport.
- G. Interfere or tamper with any aircraft or start the engine of such aircraft unless authorized to do so.

(COST OF REPAIRS FOR ABOVE RELATED DAMAGES WILL BE BORNE BY OFFENDER.)

11. AIRCRAFT MAINTENANCE

Aircraft repairs shall be made only on the leased premises where permitted. Repairs to engines, air frames or accessories are not permitted on the public use ramps without prior approval of the Airport/Executive Director.

12. VEHICLES AND TRAFFIC

For the purpose of these regulations, vehicles shall be defined as all conveyances, except aircraft, used on the ground to transport persons, cargo or equipment. All vehicles shall be operated on the Airport in accordance with the following general rules, except when given special instructions by the Airport/Executive Director or in cases of emergency involving danger to life or property.

- A. The operators of all vehicles operating within the Airport Operations Area (AOA), including non-movement areas and movement areas under the control of air traffic control/ground control, must have appropriate security badging (defined in Section C, 2.) that is displayed (visible) at all times.
- B. No motor vehicles, other than support vehicles, shall be permitted on ramp areas except for the loading of aircraft passengers or baggage. Such vehicles must display proper identification as required by the Airport/Executive Director and have his/her prior authorization.
- C. Vehicles authorized to operate in the Airport Operations Area (AOA) shall be driven at a safe and reasonable speed, not to exceed 20 m.p.h. or as posted, unless instructed by ATCT.
  - 1. **Non-Movement Area:** If equipped, vehicles shall operate amber flashing lights (rotating beacon, strobe) or 4-way hazard lights while in the non-movement area. Vehicles are required to yield to all moving aircraft.
  - 2. **Movement Area:** All vehicles shall have an operating amber flashing (rotating beacon or strobe) light. Vehicles are required to stop and yield to all moving aircraft unless otherwise instructed by ATCT.

- D. All persons operating vehicles in movement areas are required to obtain clearance requiring clearance from ATCT prior to entering/exiting and meet the lighting requirements defined in Section 12.C.2, above.
- E. No uninsured vehicle or unlicensed driver shall operate on the Airport without the specific authorization of the Airport/Executive Director.

13. VEHICULAR PARKING

- A. No persons shall park any motor vehicle on the Airport:
  - 1. In a space reserved for a specific purpose (authorized by Airport/Executive Director); or
  - 2. Overtime in spaces posted with a time limitation; or
  - 3. On any grass area (unless approved by Airport/Executive Director); or
  - 4. On or along any Airport roadways; or
  - 5. In front of any hangar without tenant's permission; or
  - 6. On or immediately adjacent to taxilanes, taxiways or aircraft parking aprons unless separated by fence or other barrier; or
  - 7. For the purpose of abandonment (any vehicle parked over ten (10) days without prior approval of the Airport/Executive Director); or
  - 8. Other than in the manner and place prescribed by the Airport/Executive Director.
- B. Vehicles in violation of any of the above will be subject to being towed in accordance with Chapter 46.55 RCW which authorizes the Port to adopt specialized regulations pertaining to impound situations. All charges shall accrue to owner's expense.
- C. Other unauthorized vehicles shall be impounded, at owner's expense, in accordance with Chapter 46.55 RCW Vehicles impounded under this statute shall include:
  - 1. Any vehicle parked such that it is a traffic hazard.
  - 2. Any vehicle parked in a location that is marked by sign as a tow-away zone. Any vehicle parked along a roadway for a period greater than 24 hours; such vehicle will be tagged with a notice of intent to impound.
- D. Exceptions to (A), (B) and (C) above:
  - 1. Service and delivery vehicles may park in front of a hangar, for the purpose of making deliveries, then only long enough to make such deliveries.
  - 2. Tenants of T-hangars may park their own vehicles in their T-hangar when aircraft is absent.

- E. Persons parking vehicles on the Airport do so at their own risk and further agree that said vehicles may be entered and/or moved by Airport Personnel when it becomes necessary for Airport maintenance (sweeping, snow removal, safety, etc.).
- F. All Airport tenants shall provide adequate vehicular parking area for their clients, visitors and/or employees within their leased area.

14. CONSTRUCTION

No construction, in the broadest sense of the word, will be attempted until the interested person, company or contractor has obtained written permission from the Airport/Executive Director. A deposit, or other applicable surety, covering possible damages to the Airport may be required. All bids and contracts must comply with all Port requirements.

**SECTION E - FIRE AND SAFETY**

1. CLEANING OF AIRCRAFT, VEHICLES, EQUIPMENT AND/OR ACCESSORIES

No person shall use flammable or volatile materials in the cleaning of aircraft, vehicles, equipment or accessories unless such cleaning operations are conducted in open areas as designated or in a room specifically set aside for this purpose. Said room must be properly fireproofed and/or mechanically ventilated and equipped with adequate, readily accessible fire extinguishing apparatus.

2. OPEN FLAME OPERATIONS

No personnel shall conduct any open flame operations in any hangar, or building, or part thereof unless specifically authorized by the Airport/Executive Director. This shall also include electric heater elements when fuel vapors are present.

3. STORAGE AND TRANSPORTATION OF FLAMMABLE MATERIALS

No persons shall keep or store any flammable materials on the Airport or in any building on the Airport except in the following manner:

- A. In proper receptacles installed in the aircraft.
- B. In rooms and areas approved by the Airport.
- C. In the case of lubricating oils in T-hangars, the maximum amount is one case of one-quart cans or its equivalent.
- D. Bulk fuels and other flammable materials must be transported into the Airport in tank trucks or other acceptable containers approved by the fire underwriter's code.

4. REFUSE AND WASTE

Lessees shall provide suitable metal receptacles with covers for the storage of oil, waste, waste oil, rags and other rubbish.

5. CLEANING FLUIDS

No person shall use volatile flammable substances for cleaning floors, etc., in the hangars or other buildings on the Airport.

6. FLOOR CARE

All lessees shall keep floors of hangars, aprons, other buildings and adjacent areas free from oil, grease and other flammable materials.

7. PAINTING

Painting and associated processes shall only be conducted in properly designated, fireproof and ventilated rooms or buildings in which all illumination, wiring, heating, and ventilating equipment switches, outlets and fixtures shall be spark-and-vapor-proof in accordance with the appropriate codes and regulations of the County of Grant and the State of Washington. Operators are required to have the number and type(s) of fire extinguishers appropriate for these activities available for use, consistent with applicable law. Operators are required to maintain current certification/inspection for all fire extinguishers in accordance with applicable law. Minor painting and associated processes will be authorized in T-Hangars and other storage hangars.

8. FUELING OPERATIONS

No fueling operations shall be conducted in any building on the Airport. This provision does not relate to air carriers or others operating in accordance with approved FAA procedures.

- A. Unless authorized through special fueling procedures approved by the Port, no aircraft shall be fueled or defueled when:
  - 1. One or more engines is/are running
  - 2. Avionics or electrical equipment is in the "on" mode for general aviation (GA) aircraft.
- B. During fueling or defueling, the aircraft and dispensing apparatus shall be grounded to a point or points of zero electrical potential or bonded with fuel vehicle.
- C. Fueling hoses and equipment shall be maintained in a safe, non-leaking condition and all dispensed fuel will be pre-filtered.
- D. All fueling operations will comply with current National Fire Protection Association (NFPA) regulations and any other applicable law or regulation.
- E. All fixed point and mobile aviation fuel storage/dispensing systems are required to have adequate fuel spill prevention features and containment capabilities, supported with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC).

F. Fuel spill cleanup is the responsibility of the fueling operator. Fueling operators are required to develop a fuel spill cleanup plan within the SPCC, which minimizes the possibility of ignition of spilled flammable fuel and prevents the introduction of fuels into the storm water or sewer systems. Cleanup plans shall include an adequate supply of approved absorbent materials and non-spark equipment to handle fuel spills.

9. CHANGING OF OIL

Persons changing oil in aircraft engines shall be responsible for the disposition of the waste oil. Because of ecology and contamination, no oil will be disposed of on the Airport in any manner other than containers or methods approved by the Airport/Executive Director.

10. SMOKING

No smoking is permitted in the Airport Operations Area (AOA) or within hangars. Outside the AOA, smoking is not permitted within a distance of 25 feet of public places or places of employment, in accordance with RCW 70.160.075.

11. FIRE APPARATUS

All tenants or lessees of hangars or shop facilities shall supply and maintain adequate and readily accessible fire extinguishers. Such fire extinguishers shall be rated for Class B and C fires.

A. The Port will maintain fire apparatus in accordance with the Airport Certification Manual. The Port Public Safety Department will provide primary response to all aviation related fire/disaster situations that might arise at the Airport, and secondary response to structural fires. Primary response to medical emergencies will also be by the Port Public Safety Department.

B. In case of crash or fire, a person should contact the 911, who will coordinate and dispatch emergency response including:

1. Port Public Safety and local emergency response, if appropriate.

2. Port Public Safety will alert the Airport/Executive Director or staff on duty.

C. Industrial Park tenants should contact 911 for assistance in the event of an emergency and then contact the Airport staff on duty.

D. All individuals are to remain clear of any emergency for their personal safety, the safety of others and to not become an obstacle to emergency crews.

CHAPTER II  
AIRCRAFT OPERATIONS

**SECTION A – GENERAL**

1. AERONAUTICAL ACTIVITIES

All aeronautical activities at the Airport, and all flying of aircraft departing from or arriving at the Airport, within five miles horizontally of the center of the Airport, shall be conducted in conformity with the current and pertinent provisions of the Federal Aviation Regulations (FAR), Aeronautical Information Manual (AIM) and directives provided herein.

2. RADIO DISCIPLINE

Pilots operating radio-equipped aircraft should contact the Grant County ATCT as required by Federal Aviation Regulations.

3. MANAGEMENT AUTHORITY

The Airport/Executive Director and/or his designee shall at all times have authority to take such action as may be necessary to safeguard the public in attendance at the Airport. "Notice to Airmen" (NOTAMS) will be published to alert users in accordance with Federal Aviation Regulations of any temporary or short time changes affecting air/general operations.

4. AIRCRAFT ACCIDENTS/INCIDENTS

Persons involved in an aircraft accident/incident occurring on the Airport shall make a full report thereof as required by Federal Aviation Regulations and the National Transportation Safety Board (NTSB) and to the Airport/Executive Director.

**SECTION B - AIRPORT TRAFFIC**

1. TAKE-OFFS AND LANDINGS

A. Take-offs and landings shall be made in a direction at the discretion of the pilot in command (PIC) of an aircraft, in accordance with Air Traffic Control Tower (ATCT) during the hours that the Tower is in operation, otherwise the take-off or landing should be on the runway favoring existing winds.

2. AIRPORT LIGHTING

A. Airport beacon, runway, taxi and obstruction lights will be turned on at sunset and turned off at sunrise. These lights shall also be turned on when the cloud ceiling or visibility is below VFR minimums. The approach lighting system (ALS) is radio controlled for pilot convenience. Pilots should refer to current charts or AIM for operational directions.

- B. Every effort shall be made to avoid overflight of airport residential neighbors and other noise sensitive areas altitudes less than 1,500 feet above airport elevation or published by the Port, except for traffic pattern operations including approach, landing and takeoff.
- C. Take-Offs and landings shall not be conducted on taxiways or aprons. EXCEPTION: 1) Helicopters may land on designated areas if authorized by the Airport/Executive Director and approved by ATCT. 2) At the discretion of the pilot-in-command as deemed necessary in the best interest of safety.
- D. No take-offs or landings will be made when the weather is below VFR minimums except when proper clearance has been obtained from Air Traffic Control/FSS.
- E. The landing aircraft has the right of way.
- F. Traffic Pattern
  - 1. Altitudes, entries and departures shall be in accordance with the AIM or as directed by the ATCT.
  - 2. Landing aircraft shall exit the runway as soon as practical, and consistent with safe operating procedures.
  - 3. Pilots may call for the runway and lighting system or portions thereof to be turned "on" or "off" by contacting the ATCT.

3. SAFETY

Persons operating aircraft in the immediate vicinity of the Airport shall exercise caution and courtesy. Any pattern deviations will be coordinated through the ATCT or the other aircraft involved when the tower is closed.

**SECTION C - GROUND OPERATION**

1. SECURITY AND BADGING

No persons shall be involved in aircraft ground operations inside the Airport Operations Area (AOA) without meeting the requirements for airport access and badging described in Chapter I, Section C.2.

2. COMPETENT OPERATOR

No person shall start any aircraft engine, by any means, unless a properly licensed pilot or other person authorized by FAA rules is in the aircraft and attending the engine controls.

3. ENGINE OPERATION

No person shall run the engine of an aircraft in any location on the Airport in such a manner as to cause damage or injury to aircraft, property, or persons, or to create a nuisance to other tenants on the Airport.

4. AIRCRAFT MOVEMENT

No aircraft shall be taxied or towed outside the Airport Operations Area (AOA) without prior approval of the Airport/Executive Director. Aircraft that are trailered for routine ground transport are excluded from this requirement, although these operations are subject to all applicable airport rules and traffic ordinances.

- A. Aircraft will be taxied or moved with caution not to exceed 20 m.p.h. or as posted, unless instructed by ATCT while in the AOA.
- B. Aircraft not equipped with wheel brakes must have wing-walkers when taxiing in the area of buildings or other aircraft.
- C. Any person who operates an aircraft in a reckless or erratic manner resulting in damage to individuals or property will be held financially liable.

5. PARKING

Aircraft will be parked in those areas and spaces designated by the Airport/Executive Director and under the following conditions:

- A. Each operator and tenant shall be responsible for the orderly parking of aircraft and for the cleanliness of the area he/she uses.
- B. Each aircraft owner will be responsible for the aircraft's security of tie-down and all mechanisms of fastening.
- C. Owners/Operators of transient aircraft located on the airport for extended stays, greater than seven days are required to establish a parking agreement with the Port.
- D. It will be the individual's responsibility to coordinate tie-down assignments and any applicable fees with the airport's designated agent, normally the ASP.
- E. It will be the responsibility of the aircraft's operator to contain any oil or fuel leakage of a parked aircraft. Repairs of any damage resulting from failure to observe proper containment of such leaks shall be made at the expense of the aircraft owner and in accordance with Local, State and Federal laws, rules and regulations.
- F. No aircraft shall be left unattended on the Airport unless properly secured or within a hangar. Owners of such aircraft shall be held responsible for any damage resulting from failure to comply with this rule.

## SECTION D - T-HANGARS & SHELTER HANGARS

1. Definition: For the purpose of these Regulations, a T-Hangar is defined as a multiple aircraft storage building, individually compartmentalized and normally leased/rented to individual airplane operators. A shelter hangar is defined as a storage building that can accommodate one or more aircraft. Aircraft hangars can be privately owned buildings on leased airport land or Port owned buildings that are available for lease/rent.
2. General: In addition to all Rules and Regulations set forth in other sections herein, the following shall also apply to lessees of T-Hangars and Shelter Hangars:
  - A. Lessee is to be bound by all Federal, State, County, Municipal and Airport Rules and Regulations for the orderly and safe operation of the Airport. A copy of Airport Rules and Regulations is maintained in the office of the Airport/Executive Director.
  - B. Lessee is expected to keep the hangar free of stored gasoline, explosives or flammable materials except as specifically permitted to be stored within properly equipped aircraft by current Federal regulations.
  - C. Lessee shall reimburse Lessor for all costs of maintenance, repair and area upkeep identified as the responsibility of the Lessee in the event that upon proper written notice the Lessee fails to perform or have accomplished the maintenance repair, and area upkeep required.
  - D. A hangar lease that is maintained by the Port may continue only as long as the aircraft's registered owner is unchanged. Upon a change of ownership, the new aircraft owner must sign a lease with the Port within thirty (30) days or vacate, unless approved by the Airport/Executive Director.

An owner of a multiple-unit hangar intended for commercial activity (e.g., rental hangar space) is not required to maintain aircraft-specific leases with the Port for individual rental hangar units. However, the hangar owner is required to maintain current tenant information, including aircraft N number and registered owner information, and provide to the Port, as requested.
  - E. Lessee shall keep all premises in clean and sanitary condition.
  - F. Lessee shall properly dispose of rubbish, trash, and waste in a clean and sanitary manner at reasonable and regular intervals. Garbage and recycling containers are located on the west end of the terminal, outside the fence.
  - G. Lessee shall properly use and operate all electrical outlets and fixtures.

- H. Lessee shall refrain from intentionally or negligently destroying, defacing, damaging, impairing or removing any part of the premises, their appurtenance, facilities or equipment.
  - I. Lessee shall not make any holes, access ways, and alterations of the floor plan or other changes to the use and/or configuration of the building without prior written permission from the Airport/Executive Director.
  - J. Lessee shall notify the Lessor of any changes in aircraft ownership or Lessee's emergency information.
  - K. Lessee shall close the T-Hangar doors promptly after putting the aircraft in or taking it out so that doors will not obstruct the access to adjacent T-Hangars.
  - L. Lessee shall not use electrical tools, heaters, or machinery in or about the T-Hangar, except 1/4-hp or less power hand tools.
  - M. Lessee shall not attach to any part of the T-Hangar any type of hoisting or holding mechanism.
  - N. Lessee shall not park or leave an aircraft on the pavement adjacent to the T-Hangar door in a manner which unduly interferes with or obstructs access to adjacent T-Hangars.
  - O. Lessee shall not conduct or permit any charter, rental, instruction service, or any commercial or for-hire activity in or from the T-Hangar.
  - P. Lessee shall not permit persons other than the owner of the aircraft to perform servicing or maintenance on the aircraft within the T-Hangar or its immediate vicinity. Servicing shall be limited to that level of maintenance authorized to be performed by current Federal regulations (FAR Part 43). It is the lessee's responsibility to insure that the T-Hangar is not being used for the repair of the owner's aircraft by persons other than the owner of the aircraft.
  - Q. Lessee shall maintain and repair the T-Hangar, except the exterior covering and structural supports.
  - R. Shelter Hangars are subject to the above Rules and Regulations. Any modifications to these Rules and Regulations must be specifically approved by the Airport/Executive Director.
3. Hangar Tenants/Occupants: All rules related to permitted activities and use of T-Hangars and Shelter Hangars noted above apply to all hangar occupants (rental units, etc.) regardless if they are the Lessee.

## **SECTION E - SNOW REMOVAL**

1. The Port will initiate the snow removal plan as set forth in the Airports Certification Manual.

## CHAPTER III DISASTER PROCEDURES

### **SECTION A - ALL CONCERNED**

In case of an emergency situation that has occurred or is imminent at the Airport involving aircraft crash/fire, a building fire, a bombing threat or personal injury, take the following steps. Remember, these are only guidelines; consequently, USE YOUR BEST JUDGEMENT.

1. Notify 911
2. In All Cases Stay Calm
  - A. Speak plainly and slowly.
  - B. Describe the nature of emergency.
  - C. Be exact.
  - D. Treat emergency with caution.
3. No statements shall be made to the News Media. Refer the News Media to the Airport/Executive Director or designated Public Information Officer (PIO).
4. Unnecessary Exposure - Do not expose any more persons to the dangers of the emergency than is absolutely necessary.
  - A. Keep area clear of unauthorized persons until law enforcement personnel arrive.

### **SECTION B - BOMB THREAT/SCARE**

1. BOMBING THREATS

Any and every call or threat relating to a bomb or sabotage to an aircraft, a building, or a vehicle, will be treated as authentic. The following procedures are recommended:

  - A. Remain calm. The number one priority is the safety of individuals in the vicinity of the threat. Calmly evacuate the premises and report the threat to law enforcement by calling 911 from another phone in a safe location. 911 will coordinate emergency law enforcement response.

- B. When receiving the call or threat, note as many details as possible, no matter how trivial.
  - 1. Record exact time and date.
  - 2. Record message.
  - 3. Determine if male or female.
  - 4. Note accent, etc.
  - 5. Listen for background sounds, etc.
  
- C. If possible, contact:
  - 1. Airport/Executive Director: (509) 762-5363
  - 2. Port Public Safety: (509) 762-5304
  - 3. Air Traffic Control Tower (as applicable): (509) 762-1367
  
- D. Do not re-enter the evacuated area until authorized by law enforcement.
  
- F. Law enforcement/ explosive ordinance disposal and Port Public Safety personnel are responsible for establishing incident control.

2. OTHER SUSPICIOUS ACTIVITIES

- A. For Immediate Threats, call 911.
- B. For other suspicious activities, notify the Airport/Executive Director and/or Port Public Safety.

CHAPTER IV  
COMMERCIAL OPERATIONS, LEASES, CONCESSIONS AND  
MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

**SECTION A – FORWARD**

Grant County International Airport is owned and operated by the Port of Moses Lake in Grant County, Washington. The following **commercial minimum standards for commercial aeronautical activities** have been established in the public interest, to permit the safe and efficient operation of the Airport and to enhance its orderly growth. These standards shall be administered on fair and reasonable terms in accordance with the provisions of Section 308 of the Federal Aviation Act, Title VI of the Civil Rights Act of 1964 and Part 15 of the Federal Aviation Regulations. *Your full cooperation and compliance are solicited.*

**SECTION B - COMMERCIAL AERONAUTICAL ACTIVITIES**

Subject to applicable order, certificates or permits of the FAA, WSDOT Aviation Division, or their successors, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for revenue-producing commercial business, or aeronautical activities who has not first complied with these Rules and Regulations and obtained the consent and all appropriate permits and licenses for such activities from the Port and entered into such written leases and other agreements prescribed by the Port, or agreed upon by the Port and such person.

**SECTION C – APPLICATION**

Application for leases either verbal or written for rentals of ground and/or facilities on the Airport, or for permission to carry on any commercial aeronautical activity on the Airport, with the necessary permits and licenses, shall be made to the Airport/Executive Director on forms prescribed by the Port. The Airport/Executive Director shall present the application to the Port Commission in a timely manner. The Port Commission may, if it deems it advisable, have a public hearing upon the application or direct staff to request competitive proposals. The applicant shall submit all information and material necessary or requested by the Port to satisfy the Port that the applicant will qualify and will comply with these Rules and Regulations. The application shall be signed and submitted by the applicant, disclosing the name of every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and officer of a corporation.

1. Minimum Application Information: The Port will not accept or take action on a request to lease building space or land area or in any way permit the installation of a commercial aeronautical activity until after the proposed Lessee, in writing, submits a proposal which sets forth the scope of operation he/she proposes.
2. Name, mailing address and phone number of applicant.
3. Type and structure of the organization, if incorporated, name officers, or if partnership, name partners.

4. Individual or business name and mailing address to appear on the lease.
5. The amount of land, number of buildings, building space, etc., the lessee desires to lease.
6. Services to be offered; include all intended services upon completion of the installation of the facility.
7. Completion date of proposed construction or site preparation and date of beginning of operations.
8. Building space to be leased and/or constructed; include square footage, types of buildings, and intended use for each.
9. Estimated total cost of construction.
10. A site plan drawing depicting construction intended for the leased area.
11. The hours of proposed operation.
12. The number of persons to be employed.
13. The number and type of aircraft to be based at the airport.
14. Provide a certificate of insurance or other satisfactory evidence as required within the lease or rental agreement indicating the ability to obtain coverage as required.
15. May require evidence of financial capability to perform and provide the above services and meet rental security requirements.

#### **SECTION D - ACTION ON APPLICATION**

The commission may deny any application, if, in its opinion, it finds any one or more of the following:

1. Not Qualified - The applicant for any reason does not meet the qualifications, standards and requirements established by these Rules and Regulations.
2. Safety Hazard - The applicant's proposed operations or construction will create a safety hazard to the Airport.
3. Port Expenditure - The granting of the application will require the Port to spend Port's funds or to supply labor or materials in connection with the proposed operations to an extent which, or at a time when, the Port is unwilling to enter into such agreement; or the operation will result in a financial loss to the Port.
4. Availability - There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application.
5. Non-Compliance with Master Plan - The proposed operation or airport development or construction does not comply with the Master Plan of the Airport.

6. Congestion - The development or use of the area requested by the applicant will result in depriving existing aeronautical service providers of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present base operator on the Airport through problems in connection with aircraft traffic, service, or preventing free access to the base operator's area.
7. Misrepresentation - Any person applying, or interested in the business, has supplied the Port with any false information, or has misrepresented any material fact in his/her application or in supporting documents, or has failed to make full disclosure on his/her application or in supporting documents.
8. History of Violations - Any party applying, or interested in the business, has a record of violating these Rules and Regulations, or the Rules and Regulations of any other Airport, Federal Aviation Regulations or any other rules and regulations applicable to the Airport.
9. Defaulted Performance - Any person applying or interested in the business, has defaulted in the performance of any lease or other agreement with the Port.
10. Poor Credit Report - Any person applying or having an interest in the business that has a report which contains information that does not support the person to be of satisfactory business responsibility and reputation.
11. Lack of Finances - The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operations for a minimum period of six months.
12. Undesirable Reputation - Any party applying, or interested in the business has been convicted of any crime or violation of any ordinance of such a nature that it indicates to the Port that the applicant would not be a desirable operator on the Airport.
13. Ecological Considerations - The protection of the health, welfare or safety of the inhabitants of Grant County require such denial.

Nothing contained herein shall be construed to prohibit the Port from otherwise granting or 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 a space on the Airport for the personal non-profit use of such person.

## **SECTION E - SUPPORTING DOCUMENTS**

If upon requested by the Airport/Executive Director or Port Commission, the applicant shall submit the following supporting documents to the Port, together with such other documents and information as may be requested.

1. Financial Statement - Current financial statements prepared or certified by a Certified Public Accountant.
2. Assets - A written listing of the assets owned or being purchased which will be used in the business on the Airport.

3. Credit Report - A current credit report covering all areas in which the applicant has done business during the past ten years.
4. Authorization for Release of Information - A written authorization from the FAA and all aviation or aeronautic commissions, administrators, or department of all states in which the applicant has engaged in aviation business to supply the Port with all information in their files relating to the applicant or his/her operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

## **SECTION F - LEASING INFORMATION**

### 1. General

In accordance with stipulations contained in the Grants of Federal Funds from the Federal Aviation Administration and the Washington Department of Transportation – Aviation Division, all leases will contain the following clauses:

- A. All lessees agree to operate the premises leased for the use and benefit of the public.
  1. To furnish good, prompt and efficient services adequate to meet all the demands for its service at the Airport.
  2. To furnish said service on a fair, equal and non-discriminatory basis to all users thereof.
  3. To charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
2. Lessees, his/her agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Part 15 of the Federal Aviation Regulations or in any manner prohibited by Title VI of the Civil Rights Act of 1964.
3. It is clearly understood by the Lessee that no right or privilege has been or will be 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 full time employees (including, but not limited to, maintenance and repair) that it may choose to perform.
4. It should be specifically understood and agreed that nothing contained herein or in any existing or future Leases shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
5. Lessor reserves the right to further develop or improve the aviation facilities of the Airport as it sees fit, regardless of the desires or view of any Lessee, and without interference or hindrance.

6. Lessor reserves the right, but shall not be obligated to any Lessee, 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 a Lessee in this regard.
7. During the time of war or national emergency Lessor shall have the right to lease the landing area or any part thereof to the United States Governments 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 leases to the Government, shall be suspended.
8. Lessor 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 any Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
9. All leases 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.
10. Lessees agree to abide by the Rules and Regulations of the Airport and that the said Rules and Regulations, and any future revisions thereto, are made a part hereof.
11. Lessor retains the public right of flight for the passage of aircraft in the airspace above the surface of the airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.
12. Lessees are required to agree not to erect or allow to be erected any structure, improvements or growth in violation to FAA Federal Air Regulation Part 77.
13. Lessees are required to agree to prevent any use of the leased premises which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard.
14. Lessees are required to agree to prevent any operation on the leased premises which would produce electromagnetic radiations of a nature which would cause interference with any navigational or communications aid now or in the future to be installed to serve the Airport, or which would create any restrictions to visibility at the Airport.
15. Insurance
  - A. All Lessees shall "Hold the Port Harmless" in the course of conducting business upon Airport, to include their employees, guests, clients, equipment and products. The Port will determine the degree of liability exposure that a given Lessee could

be subject to. Accordingly, the Port may require such indemnification to be covered by commercial insurance. In such occasions the Lessee shall include the Port as an "Additional Insured" on all liability policies, furnish Lessor with a copy of said policies to include a clause which shall provide " That in the event Lessee's insurance coverage, or any part thereof, should be canceled or materially changed, the Port shall receive at least fifteen (15) days prior written notice of such change." The Port may require any or all of the following types of coverage:

1. Single Limit Airport Premises and Aircraft Liability for bodily injury and property damage.
  2. Airport Premises Liability coverage shall, where applicable, be extended to include Products Liability, in accordance with the terms and conditions of the Port lease.
  3. Hangarkeepers Liability shall, where applicable, be in appropriate amount depending on type and number of aircraft services and/or aircraft hangared at any one time.
  4. Contractual coverage sufficient to bond all agreements with Lessor.
- B. In the event Lessor shall be made a party to any litigation commenced by or against any Lessee, then that Lessee will agree to pay all costs and attorney's fees incurred by Lessor in connection with such litigation; and Lessee also is required to agree to pay all costs and attorney's fees incurred by Lessor in enforcing any of the covenants, agreement, terms and provisions of such leases.
16. All Lessee personnel required to hold Federal Aviation Administration certificates and ratings as required in the conduct of their job shall maintain such certificates and ratings in current and good standing.
  17. All Lessees are responsible for strict compliance with all State and Federal laws pertaining to employees, including but not limited to Social Security, Unemployment Compensation and Wage and Hours.

#### **SECTION G - AIRPORT LICENSE AND LEASES NON-TRANSFERABLE**

No right, privilege, permit or license to do business on the Airport or any lease of any area of the Airport shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior consent of the Airport/Executive Director.

#### **SECTION H - SERVICE RATES**

Service charges in connection with aircraft shall not be excessive, discriminatory nor otherwise unreasonable; a rate schedule should be filed with the Airport/Executive Director.

## **SECTION I – 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 a manner as to minimize any hazards. No burning or dumping of waste materials is permitted without prior coordination with the Port.

## **SECTION J - APPROVAL OF CONSTRUCTION**

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvements or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without the prior approval of the Port. All new building, structures, or other improvements, as appropriate, must be in accordance with local and regional building codes and must be approved by the local/regional permitting agency, prior to construction. All proposed on-airport development is required to be coordinated with the Federal Aviation Administration Seattle Airports District Office (Seattle ADO) through the submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration, prior to construction in accordance with FAA rules. In the event of any construction, the Port, at its discretion, may require an appropriate bond to guarantee the completion of the construction in accordance with the Port approval.

## **SECTION K - OPERATION AREA**

No person authorized to operate on or conduct business activities on the Airport shall conduct any of its business or activities on any area except those specified by the Port, or the Airport/Executive Director.

## **SECTION L - AIR CARRIER OPERATIONS**

All air carriers, whether FAR Part 135, FAR Part 125 or FAR Part 121, are required to enter into an agreement with the Port and operate in accordance therewith.

## **SECTION M – CONCESSIONAIRES**

All concessionaires are required to enter into an agreement with the Port and operate in accordance therewith.

## **SECTION N – AERONAUTICAL SERVICE PROVIDERS**

1. No person shall use the Airport as an Aeronautical Service Provider (ASP) until such person has applied for and received authorization from the Port and has met the qualifications, standards and requirements of these Rules and Regulations. All ASPs must maintain all required FAA certification for the type of services conducted. An ASP shall be a person who provides two or more of the following services for profit available to the public on the Airport.

Note: Specialized Aviation Service Operations (SASO) are ASPs that typically provide a single, specialized service, rather than general services such as aircraft fueling or maintenance. A SASO shall be a person who provides one of the following services (except where otherwise noted) for profit available to the public on the Airport.

- A. Aircraft sales
- B. Aircraft parts and accessories sales
- C. Aircraft operations which include photography, aerial survey, agricultural spraying, etc.
- D. Aircraft rental
- E. Flight instruction or ground schools
- F. Maintenance services which shall include services in one or more of the following:
  - 1. Airframe overhaul and repair
  - 2. Engine overhaul and repair
  - 3. Radio and electrical shop (avionics)
  - 4. Instrument shop
  - 5. Aircraft interior work
  - 6. Refinishing and painting
- G. Line services which shall include one or more of the following services (full service ASP only; SASOs not authorized to provide line services):
  - 1. Supplying of fuel, oil or other fluids
  - 2. De-icing fluid
  - 3. Interior cleaning
  - 4. In-flight food service
- H. Aircraft storage, inside and/or outside.

I. Airline services, which shall include one or more of the following:

1. Fueling of airline aircraft
2. Exterior cleaning of airline equipment
3. Interior cleaning of airline equipment
4. Turbine starting and/or electrical power
5. Other special contractual services

J. Aircraft Charter

2. Application to Conduct Commercial Aeronautical Activity:

An applicant requesting permission to conduct a fixed base operation shall specify all services mentioned in Paragraph 1 of this Section, which the applicant desires to conduct on the Airport. An aeronautical service provider shall carry on or conduct only those services for which he/she qualifies and which are specified in the lease agreement granted by the Port.

3. Standards for Specific Commercial Aeronautical Activities:

In order to qualify for the respective services mentioned in Paragraph 1 of this Section, the aeronautical service provider shall, in addition to meeting all other requirements and qualifications set out in these Rules and Regulations, meet the following standards:

A. Public Fuel, Oil, Sales and Service: Persons conducting aviation fuel and oil sales or service to the public on the Airport shall be required to provide:

1. Aviation fuel, deliverable to any point on airport, or at a fixed-point fueling location approved by the Airport/Executive Director.
2. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
3. Require properly trained line personnel on duty during normal working days and hours, and on-call by readily accessible means at other hours during the day or night, or at such hours as specified by the Port.
4. Conveniently located heated lounge or waiting rooms for passengers and airplane crew of itinerant aircraft.
5. In conducting refueling operations, every operator shall use appropriate procedures at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with hazard involved in refueling and servicing of aircraft and such additional regulations that might be hereafter specified by any

Federal, State, County or by the Port. All operators are required to comply with the requirements as defined in Chapter 1, Section E (Fire and Safety), Number 8 (Fueling Operations) of this document.

6. Provide and maintain a minimum of 10,000 gallon tank storage capacity, unless otherwise authorized by the Airport/ Executive Director. Provide and maintain metered filter-equipped dispensers (fixed or mobile) for dispensing each grade of aviation fuel. Any fueling facility on the airport, fixed or mobile, shall be approved by the Airport/Executive Director.

B. Aircraft Engine, Airframe and Accessory Sales and Maintenance: All persons operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

1. In case of airframe and/or engine repairs, sufficient hangar space to house an aircraft upon which such service is being performed.
2. Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft windows and windshields, for recharging or energizing discharging aircraft batteries and starters.
3. Adequate shop space to house the equipment and adequate equipment and machine tools, jack, lifts and testing equipment to perform top overhauls as required by FAA certification and access to repair parts commonly needing replacement on all single engine and multi-engine general aircraft.
4. At least one FAA-certificated airframe and power plane mechanic available during normal working hours and days.
5. An adequate amount of space for customer waiting area.

C. Aircraft Rental and Sales: Persons conducting an aircraft rental and sales activity shall provide:

1. An adequate amount of space needed for office space for consummating sales and/or rentals and the keeping of proper records in connection therewith.
2. Hangar or ramp storage space for at least one aircraft to be used for sales or rental.
3. For rental, a minimum of one (1) airworthy aircraft suitably maintained and certified, and based at Airport.
4. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized manufacturer of new aircraft.

5. Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators licensed by the Port on the Airport for such service and repair.
6. A legally certified pilot capable of demonstrating new aircraft for sale or performing pre-rental check ride flights shall be reasonably available.
7. Adequate stock of readily expendable spare parts or adequate arrangements for securing spare parts required for the type of aircraft and models sold.
8. Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

D. Flight Training: All persons conducting flight training activities shall provide:

1. The availability of personnel and equipment appropriate to the types of training planned.
2. The availability of aircraft of specific types compatible with the training proposed.
3. An adequate amount of classroom space for students. This requirement will be waived for approved full time college conducted programs in which case the classroom may be on the college campus.
4. Properly certified ground school instructor providing ground school instructions sufficient to enable students to pass the FAA written examinations for private pilot.
5. Continuing ability to meet certification requirements of the FAA for the flight training proposed.
6. Adequate public liability and property damage insurance to protect the operator from the legal liabilities involved.
7. Adequate facilities for storing, servicing, and repairing all its aircraft or satisfactory arrangements for such services.

E. Aircraft Charter and Air Taxi Service: Persons conducting an aircraft charter and/or air taxi service shall be required to provide:

1. Adequate space in order to facilitate a passenger lounge, restrooms and telephone.

2. Adequate facilities for checking in passengers, handling ticketing or fare collections and handling luggage.
  3. A certified aircraft and certified operating crew shall be available upon request and appropriate scheduling for customers. Aircraft shall be equipped and maintained as to comply with the applicable rules and regulations of the FAA.
  4. Items 1-3, above do not apply to transient aircraft charter and air taxi operators during passenger pickup or drop off at the Airport.
- F. Third Level Carrier Operations: All persons seeking to conduct third level (commuter) scheduled air operations from the Airport must agree to meet, as a minimum, the following:
1. Publish and fly scheduled operations, with published rates.
  2. Establish, man and operate an adequate facility in the airport terminal, that is:
    - a. Ticket counter manned in such a manner as to provide proper service before and after each scheduled flight.
    - b. Reservation Service: This must be handled in such a way as to meet over-booking limitations and provide interline reservations.
    - c. Baggage handling service, including airline interchange, if applicable.
    - d. Passenger interchange service with the other airlines at Airport, if applicable.
    - e. Rent adequate space in the airport terminal to render high quality public service.
  3. Pay a landing fee based upon maximum takeoff weight of operating aircraft at a rate determined by the Port.
  4. Maintain adequate line communications service.
  5. Provide satisfactory evidence of reliability and responsibility:
    - a. FAA operating certificate
    - b. Current, certified statement of financial condition

- c. Operating prospectus, including finances, equipment, etc.
  6. Maintain insurance coverage as required by the Port. Must provide certificate of insurance to the Port specifically naming the Port as additionally insured.
  7. Furnish reports of operations at the Airport on a monthly basis.
  8. Collect, if implemented, a Passenger Facility Charge.
- G. Crop Dusting and Spraying Operations: Persons seeking to establish and use the Airport as an operation base for the conduct of crop dusting and spraying of agricultural chemicals shall be required to satisfy to the Port that:
1. Suitable arrangements have been made for the safe storage and containment of noxious chemical materials; poisonous or inflammable materials shall not be kept or stored in close proximity to other aeronautical installations at the airport.
  2. The operator shall have available properly certified aircraft suitably equipped for the agricultural operation to be undertaken.
  3. The operator shall make suitable arrangements for servicing, repairing, storing and parking its aircraft with adequate safeguards against spillage on runways and taxiways or pollution or disbursement of chemicals by wind to other operational areas on the airport.
  4. The operator shall provide adequate public liability insurance to protect the operator from liability in connection with such operations.
- H. Aviation Club/Flying Club:  
Definition: A multi-person ownership of one or more aircraft, either partnership, co-owner or incorporated, or organized as a non-profit organization under the laws of the State of Washington, whose principal base is at the Airport. For the purpose of these Rules and Regulations, persons in ownership of such aircraft will be deemed an Aviation Club/Flying Club and shall be required to obtain permission from the Port to comply with the following:
1. A non-profit corporation.
  2. Each member must be a bona fide owner of the aircraft or a shareholder in the corporation.
  3. Furnish satisfactory evidence of liability insurance as approved by the Port.

4. The club will file a list of its members and officers, number and type of aircraft, with the Airport/Executive Director the first day of each January.
  - a. The club will allow the normal use and enjoyment of the Airport by its members on a non-commercial basis.
  - b. Flying clubs operating from the Airport shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations of the Airport.
  - c. A club under this Section shall be exempt from Chapter IV, Section B of these Rules and Regulations insofar as multiple aircraft leasing, flight instruction and maintenance of its aircraft, provided such instruction is rendered by a flight instructor who is a bona fide club member, to another bona fide club member, or such service is performed by a bona fide member technician. Maintenance shall be performed in an area approved by the Port.
  - d. In the event the club fails to comply with these conditions, the Airport/Executive Director may recommend to the Port Commission any action deemed advisable, including withdrawal of the club's permission to operate, in which case, the club will be re-classified a commercial entity, subject to the minimum standards established for commercial operations.
- I. Aircraft Storage: For outside aircraft storage, the aeronautical service provider must be licensed to supply at least one other ASP service (defined in Section N.1.A-J) in addition to the qualifications thereof; that is, have a paved tie-down area of sufficient size to accommodate all aircraft used by the aeronautical service provider in his/her own operations and all aircraft that will be parked or stored by the operator. If the aeronautical service provider will offer inside hangar or T-Hangar storage, the operator shall have an area of sufficient size to accommodate the building or buildings with proper access. Lease terms and rentals shall be set by the Port.
- J. Reservation of Rights: The Port reserves the right to waive any of the above if in its opinion existing conditions justify such a waiver.
4. Conduct of Business:

Each aeronautical service provider shall, upon being authorized by the Port, and as the construction of any required physical facilities permit, immediately commence and conduct on a full time basis all business activities and services authorized. A continuing current list of stored aircraft, operator's name, address and telephone number will be transmitted to the Airport/Executive Director, to be used for emergency information only.

5. Facilities:  
Except in cases of aeronautical service providers offering T-Hangar or inside hangar storage only, each aeronautical service provider shall provide and maintain an office which shall be staffed and open to the public during the normal business hours of each normal business day which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. Adequate space is required to provide at minimum a passenger lounge, restrooms and telephone. No aeronautical service provider, or its employees, agents, officers or other persons connected with the business shall use the office area or other facilities of any other aeronautical service provider without the written consent of said aeronautical service provider, of which a copy shall be filed with the Airport/Executive Director.
  
6. Certificates:  
The aeronautical service provider and all personnel and employees shall be competent and shall hold all current, valid certificates, permits, licenses or other authorities required by the FAA, including any required FAA Air Taxi permits. Aeronautical service providers shall not utilize any pilot in any aircraft operations who does not hold valid and current certificates from the FAA necessary for him to conduct such activities.
  
7. Lease:  
Each aeronautical service provider approved shall enter into an agreement with the Port which includes an agreement on the part of the aeronautical service provider to accept, be bound by, comply with and conduct his/her business operations in accordance with these Rules and Regulations and to agree that his/her license and authority to carry on business on the Airport shall be subject to the terms and conditions set out in these Rules and Regulations and the revocation or termination thereof as herein provided.
  
8. Facilities Maintained:  
Unless otherwise agreed to by the Airport/Executive Director, the aeronautical service provider shall, at his/her own expense, provide, construct, install, equip, paint and maintain all utilities, buildings, structures, ramps, tie-down areas, taxi-ways, fences, landscaping and all other facilities and improvements requested or approved by the Port as being advisable and necessary for the aeronautical service provider to carry on the activities or services authorized by the Airport/Executive Director. The Port may, in its discretion, provide assistance in the development of the operation area.
  
9. Currency of Fees:  
The aeronautical service provider shall promptly pay when due, all charges for sewer, water, power, telephone service and all other utilities and services supplied to his/her operation on the Airport, all wages or salaries and all rentals, fees and payments payable to the Port.

10. Construction Performance:  
Plans and specifications for all construction shall be submitted to the Port for approval within 90 days after approval of the application, and construction thereon shall commence within 90 days after approval of the plans and specifications by the Port. All construction shall be completed by the aeronautical service provider within one year from the date of the Port approval of the plans and specifications. These times may be extended by the Port upon good cause shown by the aeronautical service provider or as agreed upon by the Port or part of contracted terms. All construction shall comply with all applicable building codes and ordinances.
11. Specified Areas:  
Airport areas on which aeronautical service provider facilities, if any, are to be constructed or operated shall be specified by the Airport/Executive Director in accordance with these Rules and the FAA-approved Airport Layout Plan for the Airport.
12. Business Conducted Within Lease Area:  
Unless otherwise provided by the Port, all operations of the aeronautical service provider shall be conducted on one area of sufficient size to accommodate all services for which the operator is licensed, allowing for future growth and additional services as contemplated by the Port or the applicant, at the time of application, to the extent however, that space is available on the Airport. The aeronautical service provider shall conduct his/her business operations strictly within the area assigned by the Port, including required activities with other aeronautical service providers, agencies or other business operating on the Airport, and the general public. The aeronautical service provider shall not use any common use areas except as authorized by these Rules or the Airport/Executive Director.
13. Promote the Airport:  
An aeronautical service provider shall cooperate with the Airport/Executive Director in 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 Airport.
14. All Complaints in Writing:  
All complaints against any aeronautical service provider for violation of these rules shall be submitted to the Airport/Executive Director in writing signed by the party submitting the complaint and shall specify dates, times and witnesses, if any.
15. Indemnify:  
Lessee shall indemnify and hold harmless Lessor (Port), its officers, employees and agents, against all claims, demands or liability for loss or damage which may arise as a consequence of Lessee's presence or activities upon Port property.

16. Insurance Liability:

To guarantee performance of Paragraph 15 above, the aeronautical service provider may be required to secure such commercial insurance coverage as specified in Section F, 15A, "Leasing Information." The amount of said insurance shall not be deemed a limitation on the Lessee's liability to the Port and if the Port or any of its authorized agents, officers, representatives or employees becomes liable for an amount in excess of the insurance, the aeronautical service provider shall save and hold the Port harmless for the whole thereof.

17. Non-Discrimination:

The aeronautical service provider shall furnish all services or sales authorized or licensed by the Port on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the base operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

18. Revocation of Permission to Conduct Commercial Activity:

The Port shall have the right to terminate any lease or other agreement authorizing the aeronautical service provider to conduct any services of business on the Airport, and to revoke any aeronautical service provider's license, authority or permit to do business upon the Airport for any cause or reason provided in these Rules or by law, and, in addition thereto, upon the happening of any one or more of the following:

- A. Filing a petition, voluntarily or involuntarily, for the adjudication of the aeronautical service provider as bankrupt.
- B. The making by the aeronautical service provider, of any general assignment for the benefit of creditors.
- C. The abandonment or discontinuances of any permitted operation at the Airport by the aeronautical service provider or the failure to conduct them on a full time basis without the prior approval of the Port.
- D. Except for payment of rents, charges, fees and other payments to be paid to the Port, the failure of the aeronautical service provider to remedy any default or breach or violations by him/her, or his/her personnel in keeping, observing, performing and complying with Chapters I, IV and VI of these Rules and Regulations and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the aeronautical service provider to be performed, kept or preserved, within thirty (30) days from the date written notice from the Airport/Executive Director has been mailed or delivered to the place of business of the aeronautical service provider at the Airport.
- E. The failure to promptly pay to the Port, when due, all rents, charges, fees and other payments which are payable to the Port by the operator in accordance with applicable leases.

- F. The aeronautical service provider, or any partner, officer, director, employee on duty or agent thereof commits any of the following:
1. Violates any of the provisions of Chapter II of these Rules; or
  2. Engages in unsafe or abnormal or reckless practices in the operation of an aircraft or ground support vehicles within the boundaries of the Airport, which creates a hazard to the safety of other Airport users, other aircraft, or the general public, or endangers property, or which could, result in personal injuries or death to a person or damage to property; or
  3. Operates the business of the aeronautical service provider in such a fashion as to create a safety hazard on the Airport for other airport users, aircraft or property on the Airport, the general public or the Airport, or any pilots, students or passengers.
- G. Applied for an aeronautical service provider's license and supplies the Port with any false information; or misrepresented any material fact to the Port in the application, supporting documents, or in statements to or before the Port Commission, or failed to make full disclosure to the Port in the application, the supporting documents or in statements to or before the Port Commission.

19. Consequences of Revocation

- A. Upon such termination by the Port, all rights, powers and privileges of the aeronautical service provider hereunder shall cease, and the aeronautical service provider 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 Port, its agents or representatives by reason of such termination or any act or incident thereof.
- B. Should the operator fail to make such surrender, the Port shall have the right to immediately and without further notice to the aeronautical service provider enter and take full possession of the space occupied by the aeronautical service provider on the Airport by force or otherwise oust and remove any and all parties and any and all goods and chattels not belonging to the Port that may be found within or upon the same at the expense of the operator and without being liable to prosecution or to claim for damages therefore.

20. Remedy of Injunction:

In addition to all other rights and remedies provided in these Rules, the Port shall have any and all other remedies at law or in equity, including the equitable remedy of injunction, to enforce these Rules and Regulations.

21. Removal of Structures:  
Subject to the terms of any written agreement or lease, the Port, in its discretion, may permit or require the aeronautical service provider to remove from the Airport any buildings or structures thereon owned or constructed thereon by the operator.
22. Rights of Inspection:  
To the extent necessary to protect the rights and interests of the Port or to investigate compliance with the terms of these Rules and Regulations, the Port shall have the right to inspect at all reasonable times all premises together with all structures or improvements, and all aircraft, equipment and all licenses and registrations. The inspection of the premises will be made when possible in the presence of the Lessee or owner.
23. Leasehold (Tenant) Responsibilities:  
Each aeronautical service provider shall be responsible for the removal of snow and ice within 4 feet of all buildings and on all sidewalks located within their leased areas and areas in which they are authorized to operate, in accordance with the Port's Snow Removal Plan. Tenants shall keep leased areas and areas in which they are authorized to operate free and clear of all weeds, rocks, debris and other material which could cause damage to aircraft, buildings, persons or automobiles.
- The Port may, at the request of the operator and in the discretion of the Airport/Executive Director, assist the aeronautical service provider in snow, ice and weed removal, provided such operator shall assume the liability of the Port's actions in this regard and shall indemnify and hold the Port, its officers, agents and employees harmless from all liability in connection with all things done by the Port pursuant hereto and in connection with such snow, ice and weed removal.
24. Notification of Cleanliness Violation:  
The aeronautical service provider shall maintain a clean and orderly area. The Airport/Executive Director will notify the operator, in writing, of any violations. The operator will then have five (5) working days to correct the stated violation; failing that, the Airport/Executive Director will then have the violation corrected at the offending operator's expense.

## **SECTION O - WAIVER OF CHAPTER IV PROVISIONS**

The Port may, in its discretion, waive all or any portion of Chapter IV of these Rules and Regulations for the benefit of any non-profit event or any Government or Governmental Agency or Department, to include, but not limited to, performing air search and rescue operations, fire prevention, or firefighting operations.

#### **SECTION P - BUSINESS NAME**

No person shall conduct business operations on the Airport under a business name the same as or deceptively similar to the business name of any other aeronautical service provider previously established on the Airport.

#### **SECTION Q - ACTS OF NATURE**

Nothing contained in these Rules and Regulations shall be construed as requiring the Port to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of nature or other condition or circumstance beyond the control of the Port.

## CHAPTER V PENALTIES

### **SECTION A – GENERAL**

In addition to any penalties otherwise provided by Port, Law, Federal Aviation Regulations, and all other rules and regulations of the Federal Aviation Administration, any person violating these Rules and Regulations, or operating or handling any aircraft in violation of the Rules and Regulation, or failing or refusing to comply with these Rules and Regulations, may be promptly removed or ejected from the Airport by or under the authority of the Airport/Executive Director, or deprived of the further use of the Airport and its facilities pending presentation of the matter to the Port Commission. Such matters shall be presented to the Port Commission as soon as practicable and at least by the next regular meeting of the Port Commission, at which time the violator shall appear before the Port Commission and show cause, if any, why he/she should not be deprived of the further use of the Airport and its facilities. Upon the order of the Port Commission, such person may be deprived of the further use of the Airport and its facilities for such length of time as may be deemed necessary by the Port to insure the safeguarding of the Airport, its operations and the public use thereof and the Port's interest therein.

### **SECTION B - POLICE AUTHORITY IN ACCORDANCE WITH WASHINGTON STATE MUNICIPAL AIRPORT ACT OF 1941 AND 1945: CHAPTER 6, SECTION 2 - R.C.W. 14.08**

Any person violating these Rules or the traffic laws of the State of Washington in connection with vehicular traffic on the Airport shall be subjected to prosecution in the appropriate court for such violation.

### **SECTION C - DELINQUENT FEE COLLECTION**

The Washington State Legislature has adopted laws applicable in the matter of collection of fees related to use of Airport facilities. Also, the Port has determined that it is in the best interest of the Port to adopt all those procedures available to it by law as the same now exists or may hereafter be amended.

These procedures are as follows: The Port shall exercise all those rights and remedies provided to it by Chapter 14.08 of the Revised Code of Washington or other applicable or hereafter amended R.C.W.s. The Airport/Executive Director is delegated authority to carry out provisions established by the Port Commission. All delinquent accounts in the 60 day column will be officially notified by mail at the last known address of the lessee. If the account is not paid in full within 10 days, the Airport/Executive Director may, at his/her discretion, take possession of Port property as well as any tenant property thereon. Tenant property thus impounded will not be turned over to the tenant until the delinquent accounts are paid in full to include costs of impoundment, if any. Since the basic lease agreement between the Port and the tenant has been officially breached by the tenant, the Director may choose to discontinue any further relations with the tenant pending decision/confirmation by the Port Commission.

CHAPTER VI  
GOVERNMENT AGREEMENTS

**SECTION A - NATIONAL EMERGENCY**

During a declaration of war or national emergency the Port shall have the right to lease the Airport, or the 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 Operator's Agreement, lease or authority.

**SECTION B - IMPACT OF FEDERAL AGREEMENTS**

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the Port 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 conditioned precedent to the expenditure of Federal funds for the development of the Airport.

CHAPTER VII  
AIRPORT MASTER PLAN

The Port reserves the right to revise, update, or modify the Airport Master Plan, Airport Layout Plan, and all associated planning and policies in connection with the development of the Airport.

**CHAPTER VIII  
AUTHENTICATION**

These Rules and Regulations may be known and cited as the Grant County International Airport RULES and are herewith authorized and instituted by the Commissioners of the Port of Moses Lake. These Rules and Regulations supersede all previous revisions.

**Appendices**  
(Available Upon Request)

- A. Revised Code of Washington (RCW) Chapter 14.08 and Chapter 14.12.

**Exhibits**  
(Available Upon Request)

- 1. Landing Fees/Aviation Use Fees
- 2. Rate and Charge Guidelines
- 3. Standard Lease Agreement (includes Exhibit "A")
- 4. T-Hangar Lease Agreement
- 5. Aviation Use Agreement
- 6. Fueling Requirements (FAR Part 139.321)