

EXHIBIT "C"

# Walla Walla Regional Airport

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

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## Forward

The Rules and Regulations contained herein have been adopted for the orderly, safe and efficient operation of the Walla Walla Regional Airport. Minimum Standards for Aeronautical Activities have been made a part of the Rules and Regulations. The Airport has been provided for the use and enjoyment of the public. It is the hope of the Commissioners of the Port of Walla Walla and the Airport Management that those using the facilities will cooperate in keeping the Airport safe, clean and orderly.

The Airport Management welcomes any suggestions.

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

# **RULES & REGULATIONS FOR THE WALLA WALLA REGIONAL AIRPORT**

## **CHAPTER I GENERAL PROVISIONS**

### **SECTION A – GENERAL**

1. These Rules and Regulations shall supersede all previous Rules and Regulations of the Walla Walla Regional Airport.
2. The Port Commission 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**

1. COMMISSION  
Means the Commissioners of the Port of Walla Walla.
2. PORT  
Means the Port of Walla Walla, Walla Walla County, Washington, and various properties and facilities that it owns and governs, including the Walla Walla Regional Airport. In the discussion relative to leases, the Port is also referred to as the Lessor.
3. AIRPORT  
Means the Walla Walla Regional 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. EXECUTIVE DIRECTOR  
Means the official appointed by the Port Commission to exercise executive, administrative and ministerial power over the various Port properties including the Airport.
5. AIRPORT MANAGER  
Means the official and his/her representative appointed by the Port Manager, 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 Manager 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 Port Manager and the Port Commission. He/she shall engage in activities relating to Airport planning and property management.
6. F.A.A.  
Means the Federal Aviation Administration.

7. TSA.  
Means the Department of Homeland Security - Transportation Security Administration.
8. ATCT  
Means the Walla Walla Air Traffic Control Tower.
9. PERSON  
Means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.
10. BASE OPERATOR  
Means any person, firm or corporation who is performing a service, sales or manufacturing under provisions or contracts or leases with the Port Commission and/or pertinent Federal Regulations, excluding air carriers.
11. AIR CARRIER  
Means any person operating an airplane on a scheduled or non-scheduled basis for hire under F.A.R. Part 121, 125 or 135.
12. AIRCRAFT MOVEMENT AREA  
Means the runways, taxiways and other areas of the Airport which are utilized for taxiing/hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and parking areas.
13. AIRPORT CERTIFICATION MANUAL  
Means the specific plan and guidelines established in harmony with the FAA in accordance with F.A.R. Part 139 for the operation, maintenance, and security of the Airport as a "Certificated" Airport.
14. AIRPORT SECURITY PROGRAM  
Means the specific program and guidelines established in harmony with the FAA in accordance with F.A.R. Part 107 for the security of the Airport Operations Area (AOA) as a certificated airport under F.A.R. Part 139.
15. MASTER PLAN OR AIRPORT LAYOUT PLAN  
Means the approved scaled dimensional layout of the entire Airport properties, indicating current and proposed usage for each identifiable segment as approved by the Port and the FAA as amended from time to time.

## **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 Commission.
2. RISK AND RESPONSIBILITY  
All persons shall use this Airport at their own risk. The Port of Walla Walla 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 God, nor does it assume any liability by reason of injury to persons while on, or using the Airport or its facilities.
3. 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.

4. COGNIZANCE 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 Commission.

5. 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 Manager, and revocation of the right to use for violation of these Rules and Regulations as herein provided.

6. 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 Manager. 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 Manager. Common use areas are subject to change.

7. RESPONSIBLE USE

The Airport Management 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 of Walla Walla.

8. 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 Manager and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Manager.

**SECTION D - USE OF FACILITIES**

1. PERMIT FOR USE OF FACILITIES

No person shall use the Walla Walla Regional 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 of Walla Walla 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 of Walla Walla.

2. SOLICITING

No person shall solicit funds for any purpose on the Airport without permission of the Airport Manager.

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 Commission and/or Airport Manager, and only in such a manner as prescribed, except within lessees 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: 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 of Walla Walla 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 ON LEASH

All pets are required to be on a leash.

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 Manager. 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 Manager.
- 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 sites where permitted. Repairs to engines, air frames or accessories are not permitted on the public use ramps without prior approval of the Airport Manager.

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 Manager or in cases of emergency involving danger to life or property.

- A. 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 Manager and have his/her prior authorization.
- B. Vehicles on air carrier ramps, in the terminal area or loading area, shall be driven at a safe and reasonable speed, but not to exceed 15 m.p.h., and shall have an operating amber flashing (rotating beacon or strobe) light.
  - 1. Vehicles operating within the Aviation Use Area shall also have an operating amber flashing (rotating beacon or strobe) light and yield to all moving aircraft within a 100 foot radius.
  - 2. Vehicles encountering aircraft in motion shall be halted and remain so until said aircraft has cleared its position by 50 foot radius.
- C. No persons or vehicle, except as authorized by the Airport Management, shall be permitted on the landing areas.
- D. All persons operating vehicles on the landing areas must notify the ATCT prior to entering any taxiway or runway and must have operative flashing amber light and radio for communication with the ATCT unless otherwise approved by the Airport Manager.
- E. No unlicensed vehicle or driver shall operate on the Airport without the specific authorization of the Airport Manager.

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 Management); or
  - 2. overtime in spaces posted with a time limitation; or
  - 3. on any grass area (unless approved by Airport Manager); or
  - 4. on or along any Airport roadways; or
  - 5. in front of any hangar; or
  - 6. for the purpose of abandonment (any vehicle parked over ten (10) days without express approval of the Airport Manager); or
  - 7. other than in the manner and place prescribed by the Airport Manager.
- B. Vehicles in violation of any of the above will be subject to being towed in accordance with Chapter 46.55 R.C.W. 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 owners expense, in accordance with Chapter 46.55 R.C.W. 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 Manager and/or the Port Commission. A deposit, or other applicable surety, covering possible damages to the Airport may be required. (All bids and contracts must include the above regulation.)

**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 Manager. 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, ventilating equipment switches, outlets and fixtures shall be spark-and-vapor-proof in accordance with the appropriate codes and regulations of the County of Walla Walla and the State of Washington. No spray painting operation shall be conducted in T-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. No aircraft shall be fueled or defueled with:
  - 1. engine running
  - 2. occupants aboard
  - 3. avionics or electrical equipment "on"
- B. During fueling or defueling, the aircraft and dispensing apparatus shall be grounded to a point or points of zero electrical potential.
- 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 Washington State Department of Labor and Industries "Petroleum safety orders and handling," and any other applicable law or regulation.

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 Manager.

10. SMOKING

No smoking will be permitted within 100 feet of aircraft being fueled or defueled. Otherwise smoking is not permitted within a distance of 50 feet. Smoking will not be permitted in hangars except in areas so designated.

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 Airport will maintain fire apparatus in accordance with the Airport Certification Manual. Walla Walla County Fire Protection District #4 will provide back-up to all aviation related fire/disaster situations that might arise at the Airport, and primary response to structural fires. Primary response to medical emergencies will be by the city of Walla Walla Fire and Ambulance.
- B. In case of crash or fire, a person should contact the ATCT, FAA Flight Service Station or Airport staff who, in turn will alert:
  - 1. Aircraft Rescue/(ARFF) crew: (509) 522-2403
  - 2. 911
  - 3. Airport Manager or staff on duty: (509)525-3100

- C. All spectators are to remain clear of any emergency for their personal safety, the safety of others and to not become an obstacle to emergency crews.
- D. Industrial Park tenants should contact 911 for assistance in the event of an emergency and then contact the Airport staff on duty.

## CHAPTER II AIRCRAFT OPERATIONS

### SECTION A – GENERAL

1. AERONAUTICAL ACTIVITIES

All aeronautical activities at the Walla Walla Regional 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 and State air regulations and directives provided herein.

2. RADIO DISCIPLINE

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

3. MANAGEMENT AUTHORITY

The Airport Manager and/or Assistant Airport Manager 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).

5. AIRCRAFT REGISTRATION

All aircraft based at the Walla Walla Regional Airport shall have evidence of the State of Washington Registration prominently displayed, unless involved in interstate commerce or for hire unless flying on Washington State contracts.

### 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, however, in accordance with the Airman's Information Manual (AIM), 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 use noise abatement procedures to avoid overflight of airport residential neighbors and other noise sensitive areas altitudes less than 1,500 feet above airport elevation.

C. Take-Offs and landings shall not be conducted on taxiways or aprons. EXCEPTION: 1) Helicopters may land on designated areas at the direction of the 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. Turns shall be made after take-off when the aircraft has reached the Airport boundary or as cleared by ATCT or as recommended in the AIM.
- G. Traffic Pattern
  - 1) Altitudes, entries and departures shall be in accordance with the AIM or as directed by the ATCT.
  - 2) Landing aircraft shall clear 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. 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.

2. 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.

3. AIRCRAFT MOVEMENT

No aircraft shall be taxied or towed on any area other than runways, taxiways, or ramps without prior approval of the Airport Manager.

4. AIRCRAFT MOVEMENT

Aircraft will be taxied or moved with caution and at no time faster than 15 m.p.h.

- A. Aircraft not equipped with wheel brakes must have wing-walkers when taxiing in the area of buildings or other aircraft.
- B. 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 Manager 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. Each aircraft owner/operator shall pay a service fee for each overnight period.

- D. It will be the individual's responsibility to coordinate tie-down assignments with the airport's designated agent, normally the fixed base operator.
- 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 to individual airplane operators.
- 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 are maintained in the office of the Airport Manager.
  - 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. The lease of the specific hangar identified in the Port lease may continue only as long as the individual identified in said lease as the registered owner of the aircraft is not changed. Upon a change of registered owner the hangar must be vacated within thirty (30) days, unless there is no waiting list in effect.
  - E. Keep all premises in clean and sanitary condition.
  - F. Properly dispose of rubbish, trash, and waste in a clean and sanitary manner at reasonable and regular intervals, using trash containers provided with the T-Hangar complex.
  - G. Properly use and operate all electrical outlets and fixtures.
  - H. Refrain from intentionally or negligently destroying, defacing, damaging, impairing or removing any part of the premises, their appurtenance, facilities or equipment.
  - I. Not make any holes, access ways, and alterations of the floor plan or other changes to the use and/or configuration of the building.

- J. Notify the Lessor of any changes in aircraft ownership or Lessee's emergency information.
- K. 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. Not use of electrical tools, heaters, or machinery in or about the T-Hangar, except 1/4-hp or less power hand tools.
- M. Not attach to any part of the T-Hangar any type of hoisting or holding mechanism.
- N. 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. Not lock the T-Hangar, or permit the same to be locked, with any lock other than the lock supplied by the Lessor.
- P. Not conduct or permit any charter, rental, instruction service, or any commercial or for-hire activity in or from the T-Hangar.
- Q. Not permit 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 owner'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.
- R. Maintain and repair the T-Hangar except the exterior covering and structural supports.
- S. Shelter/Alert Hangars are subject to the above Rules and Regulations. Any modifications to these Rules and Regulations must be specifically approved by airport management.

#### **SECTION E - SNOW REMOVAL**

1. Airport personnel will initiate the snow removal plan as set forth in the Airports Certification Manual.
2. Not permit anyone other than Airport Maintenance personnel to plow along the aviation ramp.

## CHAPTER III DISASTER PROCEDURES

### SECTION A - ALL CONCERNED

In case of an emergency situation that has occurred or is imminent at the Walla Walla Regional 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. Notify the ATCT
3. In All Cases Stay Calm
  - A. Speak plainly and slowly.
  - B. Describe nature of emergency.
  - C. Be exact.
  - D. Treat emergency with caution.
4. No unreasonable or inflammatory statements should be made to the News Media--preferably, refer them to the Airport Manager.
5. 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.
- 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. Keep caller talking. Ask short, direct and interesting questions, probing for the following information:
  1. Ask Detonation time.
  2. Location of bomb.
  3. Type of bomb.



- D. Do not hang up the telephone! Use another phone, if possible, and call the following in turn:
  - 1. 911
  - 2. Airport Fire Station——522-2403
  - 3. Airport Manager——525-3100
  - 4. ATCT——529-9750
  
- E. Reduce bomb blast hazard
  - 1. Evacuate the building, aircraft, vehicle, or areas as the case may be.
  - 2. Open windows and/or doors
  - 3. Check your familiar area for strange objects.
  - 4. Disconnect sound-making appliances/devices.
  - 5. Do not activate any switches.
  - 6. Establish a 300 foot perimeter around the building.
  - 7. Do not soak, move or tamper with any strange objects.
  - 8. Absolute minimum publicity!!
  
- F. Let the law enforcement officers, Airport fire/rescue personnel, and the explosive ordinance disposal unit have 100% control thereafter.

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

**SECTION A – FORWARD**

The Walla Walla Regional Airport is owned and operated by the Port of Walla Walla in Walla Walla County, Washington. The following **commercial minimum standards and requirements** 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, WSAC, 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 Commission and entered into such written leases and other agreements prescribed by the Port Commission, or agreed upon by the Port Commission and such person.

**SECTION C – APPLICATION**

Application for leases 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 Manager on forms prescribed by the Port Commission. The Airport Manager 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 Commission to satisfy the Port Commission 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 of Walla Walla 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 indicating the ability to obtain coverage as required.
15. Provide 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 Commission 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 fixed base operators 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 Commission 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 Walla Walla Regional 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 of Walla Walla.
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 Commission 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 Walla Walla County require such denial.

Nothing contained herein shall be construed to prohibit the Port Commission 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 requested by the Airport Manager 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 of Walla Walla 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
  - A. In accordance with stipulations contained in the Grants of Federal Funds from the Federal Aviation Administration and the Washington State Division of Aeronautics, all leases will contain the following clauses:

1. All lessees agree to operate the premises leased for the use and benefit of the public.
  - a. To furnish good, prompt and efficient services adequate to meet all the demands for its service at the Airport.
  - b. To furnish said service on a fair, equal and non-discriminatory basis to all users thereof.
  - c. 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 Walla Walla Regional 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 Walla Walla Regional 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 Walla Walla Regional 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 Walla Walla Regional 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 Walla Walla Regional Airport, to include their employees, guests, clients, equipment and products. The Port Commission 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 of Walla Walla 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.
    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 now or should in the future be required in the conduct of their job and shall maintain such certificates and ratings as current and in 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 Walla Walla Regional 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 Port Commission.

## **SECTION H - SERVICE RATES**

Service charges in connection with aircraft shall not be excessive, discriminatory nor otherwise unreasonable, and shall be filed with the Airport Manager.

## **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 Airport Management.

## **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 Commission. In the event of any construction, the Port Commission, at its discretion, may require an appropriate bond to guarantee the completion of the construction in accordance with the Port Commission 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 Commission, or the Airport Manager.

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

All air carriers, whether (F.A.R. Part 135), (F.A.R. Part 125) or (F.A.R. Part 121), are required to enter into an agreement with the Port Commission and operate in accordance therewith.

## **SECTION M – CONCESSIONAIRES**

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

## **SECTION N - FIXED BASE OPERATORS**

1. No person shall use the Airport as a fixed base operator until such person has applied for and received authorization from the Port Commission and has met the qualifications, standards and requirements of these Rules and Regulations. A fixed base operator shall be a person who carries on one or more of the following services for profit available to the public on the Walla Walla Regional 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:
  - 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

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 Walla Walla Regional Airport. A fixed base operator 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 Commission.



3. Standards for Specific Commercial Aeronautical Activities:

In order to qualify for the respective services mentioned in Paragraph 1 of this Section, the fixed base operator 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. Two (2) grades of aviation fuel, deliverable to any point on airport.
2. An adequate inventory of at least two (2) brands of generally accepted grades of aviation engine oil and lubricants.
3. Properly trained line personnel on duty during normal working hours of every calendar day, seven (7) days a week, and on call by readily accessible means at other hours during the day or night, or at such hours as specified by the Port of Walla Walla.
4. 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.
5. Conveniently located heated lounge or waiting rooms for passengers and airplane crew of itinerant aircraft.
6. In conducting refueling operations, every operator shall install and use adequate grounding facilities 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 of Walla Walla.
7. Provide and maintain a minimum of 2,000 gallon tank storage capacity above-ground for each grade of aviation fuel. 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 airport management.

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. 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 F.A.A. certification and access to repair parts commonly needing replacement on all single engine and multi-engine general aircraft.
3. At least one F.A.A. certificated airframe and power plane mechanic available during eight (8) consecutive hours of the day, five (5) days per week.
4. Facilities for washing and cleaning aircraft if operator engages in said sales.
5. At least 500 square feet of space for customer waiting area.

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

1. A minimum of 500 square feet of office space for consummating sales and/or rentals and the keeping of proper records in connection therewith.
2. Hangar storage space for at least one aircraft to be used for sales or rental.
3. For rental, one or more airworthy aircraft suitably maintained and certified and based at Walla Walla Regional Airport.
4. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacture or new aircraft.
5. Adequate facilities for servicing and repairing the aircraft, satisfactory arrangements with other operators licensed by the Port of Walla Walla on the Walla Walla Regional Airport for such service and repair, or satisfactory arrangements to take aircraft off-airport to another service facility.
6. There shall be reasonably available, at least during eight (8) hours of the working day, a properly certified pilot capable of demonstrating new aircraft for sale or for checking out rental aircraft.
7. The minimum 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, on a full-time basis, 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. A minimum of 500 square feet 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 F.A.A. written examinations for private pilot.
5. Continuing ability to meet certification requirements of the F.A.A. 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 Taxi Service: Persons conducting an aircraft charter and/or taxi service shall be required to provide:
1. Passenger lounge, rest room and telephone facilities with a minimum of 500 square feet floor space.
  2. Adequate facilities for checking in passengers, handling ticketing or fare collections and handling luggage.
  3. Suitable, properly certified aircraft with properly certified and qualified operating crew, one of which shall be located at the airport and ready for departure during at least eight (8) hours of daylight operation, five (5) days a week, and at other times, standby units and crew available upon call within one hours notice. Aircraft shall be equipped and maintained as to comply with the applicable rules and regulations of the FAA.
- F. Third Level Carrier Operations: All persons seeking to conduct third level (commuter) scheduled air operations from the Walla Walla Regional 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.
    - d. Passenger interchange service with the other airlines at Walla Walla Regional Airport.
    - e. Rent adequate space in the airport terminal to render high quality public service.
  3. Pay a landing fee based upon gross landing weight at a rate determined by the Port of Walla Walla.
  4. Maintain adequate line communications service.
  5. Provide satisfactory evidence of reliability and responsibility:
    - a. F.A.A. 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 of Walla Walla. Must provide certificate of insurance to the Port specifically naming the Port of Walla Walla as additionally insured.
  7. Furnish reports of operations at the Walla Walla Regional 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 Walla Walla Regional Airport as an operation base for the conduct of crop dusting and spraying of agricultural chemicals shall be required to satisfy to the Port Commission 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 disbursal 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 a permit from the Port Commission 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 Commission.
4. The Club will file a list of its members and officers, number and type of aircraft, with the Airport Manager the first day of each January.
  - a. The Aviation Club Permit will allow the normal use and enjoyment of the Airport by the Club and 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 Walla Walla Regional 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 Manager may recommend to the Port Commission any action deemed advisable, including withdrawal of the Club's permit, in which case, the club will be re-classified a commercial entity.

- I. Aircraft Storage: For outside aircraft storage the fixed base operator must be licensed to supply at least one other fixed base operator's service in addition to the qualifications thereof; that is, have a paved tie-down area of sufficient size to accommodate all aircraft used by the fixed base operator in his/her own operations and all aircraft that will be parked or stored by the operator. If the fixed base operator 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 Commission.
- J. Reservation of Rights: The Port of Walla Walla reserves the right to waive any of the above if in its opinion existing conditions justify such a waiver.

4. Conduct of Business:

Each fixed base operator shall, upon being authorized by the Port Commission, 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 Manager, to be used for emergency information only.

5. Facilities:

Except in cases of fixed base operators offering T-Hangar or inside hangar storage only, each fixed base operator 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. All space square foot minimums with respect to specific activities addressed herein are required, except that the 500 sq. ft. requirement for customer/passenger lounge, rest rooms and telephone facilities need not be duplicated. No fixed base operator, or its employees, agents, officers or other persons connected with the business shall use the office area or other facilities of any other fixed base operator without the written consent of said fixed base operator, of which a copy shall be filed with the Airport Manager.

6. Certificates:

The fixed base operator 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. Fixed base operators 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 fixed base operator approved shall enter into an agreement with the Port which includes an agreement on the part of the fixed base operator 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 Walla Walla Regional 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 Port Commission, the fixed base operator 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 Commission as being advisable and necessary for the fixed base operator to carry on the activities or services authorized by the Port Commission. The Port Commission may, in its discretion, provide Port assistance in the development of the operation area.

9. Currency of Fees:  
The fixed base operator 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 Commission for their 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 Commission. All construction shall be completed by the fixed base operator within one year from the date of the Port Commission approval of the plans and specifications. These times may be extended by the Port Commission upon good cause shown by the fixed base operator or as agreed upon by the Port Commission or part of contracted terms. All construction shall comply with all applicable building codes and ordinances.
11. Specified Areas:  
Airport areas on which fixed base operator facilities, if any, are to be constructed or operated shall be specified by the Port Commission or the Airport Manager in accordance with these Rules and the Airport Layout Plan of the Walla Walla Regional Airport.
12. Business Conducted Within Lease Area:  
Unless otherwise provided by the Port Commission, all operations of the fixed base operator 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 Commission, Airport Manager or the applicant, at the time of application, to the extent however, that space is available on the Airport. The fixed base operator shall conduct his/her business operations strictly within the area assigned by the Port Commission or the Airport Manager and his/her operations of other fixed base operators, agencies or other business operating on the Airport; the use of the Airport by the general public; or with any common use areas. The fixed base operator shall not use any common use areas except as authorized by these Rules or the Airport Manager.
13. Promote the Airport:  
A fixed base operator shall cooperate with the Airport Manager in operation, management and control of the Airport and shall do all things reasonable to advance or promote the Walla Walla Regional 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 fixed base operator for violation of these rules shall be submitted to the Airport Manager 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, 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 fixed base operator 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 fixed base operator shall save and hold the Port harmless for the whole thereof.
17. Non-Discrimination:  
The fixed base operator shall furnish all services or sales authorized or licensed by the Port Commission 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 Commission shall have the right to terminate any lease or other agreement authorizing the fixed base operator to conduct any services of business on the Airport, and to revoke any fixed base operator's license, authority or permit to do business upon the Walla Walla Regional 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 fixed base operator as bankrupt.
- B. The making by the fixed base operator, of any general assignment for the benefit of creditors.
- C. The abandonment or discontinuances of any permitted operation at the Airport by the fixed base operator or the failure to conduct them on a full time basis without the prior approval of the Port Commission.
- D. Except for payment of rents, charges, fees and other payments to be paid to the Port, the failure of the fixed base operator 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 fixed base operator to be performed, kept or preserved, within thirty (30) days from the date written notice from the Airport Manager has been mailed or delivered to the place of business of the fixed base operator at the Walla Walla Regional 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 fixed base operator, 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 Walla Walla Regional 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 fixed base operator 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 a fixed base operator's license and supplies the Port Commission with any false information; or misrepresented any material fact to the Port Commission in the application, supporting documents, or in statements to or before the Port Commission, or failed to make full disclosure to the Port Commission 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 of Walla Walla, all rights, powers and privileges of the fixed base operator hereunder shall cease, and the fixed base operator 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 of Walla Walla, 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 of Walla Walla shall have the right to immediately and without further notice to the fixed base operator enter and take full possession of the space occupied by the fixed base operator 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 of Walla Walla 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 of Walla Walla 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 Commission, in its discretion, may permit the fixed base operator 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 of Walla Walla or to investigate compliance with the terms of these Rules and Regulations, the Airport Manager, any member of the Port Commission, the Port Manger, the Port Attorney and any Port Commission appointed qualified agent of the Port of Walla Walla 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. Area Ecology Assistance:

Each fixed base operator shall be responsible for the removal of snow and ice from all his/her leased areas and areas in which he/she is authorized to operate, and shall keep his/her leased areas and areas in which he/she is 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 Manager, assist the fixed base operator 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.

23. Notification of Cleanliness Violation:

The fixed base operator shall maintain a clean and orderly area. The Airport Manager 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 Manager will then have the violation corrected at the offending operator's expense.

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

The Port Commission may, in its discretion, waive all or any portion of Chapter IV of these Rules and Regulations for the benefit of any commercial airline, any Government or Governmental Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting 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 fixed base operator previously established on the Airport.

**SECTION Q - ACTS OF GOD**

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 God 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 Manager, 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 Commission 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 of Walla Walla has determined that it is in the best interest of the Port of Walla Walla 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 of Walla Walla 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 Manager is delegated authority to carry out provisions delegated by the Port Commissioner. 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 Manager 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 Manager 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 the time 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 of Walla Walla 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 may, without the knowledge, consent or approval of any fixed base operator or other person licensed to do business or use part of the Airport, make changes in the Master Plan of the Airport and in its 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 Walla Walla Regional Airport RULES and are herewith authorized and instituted by the Port Commissioners of the Port of Walla Walla. These Rules and Regulations supersede all previous revisions.

### **Appendices**

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

### **Exhibits**

(Available Upon Request)

1. Application for Commercial Activities on Walla Walla Regional Airport Premises
2. Landing Fees/Aviation Use Fees
3. Rate and Charge Guidelines
4. Lease Information Sheet
5. Standard Lease Agreement (includes Exhibit "A")
6. T-Hangar Lease Agreement
7. Aviation Use Agreement
8. Fueling Requirements (FAR Part 139.321)