

RULES AND REGULATIONS FOR THE COLUMBIA GORGE REGIONAL AIRPORT

CHAPTER I

GENERAL PROVISIONS

Section A - General

1. These rules and regulations shall supersede all previous rules and regulations of the Columbia Gorge Regional Airport.
2. The Airport Board reserves the right to make any additions, deletions or corrections to these rules and 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 may 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.

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. **Airport Board** means the Airport Board established by the Joint Operating Agreement between Klickitat County and the City of The Dalles.
2. **Columbia Gorge Regional Airport** means The Dalles/Columbia Gorge Regional Airport and various properties and facilities that are owned and governed jointly by Klickitat County and the City of The Dalles, including the Columbia Gorge Regional Airport. In the discussion relative to leases, the Airport is also referred to as the Lessor.
3. **Airport** means the Columbia Gorge 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. **Airport Manager** means the official and his or her representative appointed by the Airport Board to manage, superintend, control or protect the Airport. The Airport Manager 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 Airport Board. The Airport Manager shall engage in activities relating to airport planning and property management. The Airport Manager shall have the authority to enforce all leases and these Rule and Regulations and to carry out the directives of the Airport Board.
5. **FAA** means the Federal Aviation Administration.
6. **Person or Entity** 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.
7. **Base Operator** means any person, partnership, limited liability company or corporation who is performing a service, sales or manufacturing under provisions of contracts or leases with the Airport and/or pertinent Federal regulations, excluding air carriers.
8. **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.
9. **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.
10. **Airport Certification Manual** means the specific plan and guidelines to be established in harmony with the FAA in accordance with FAR Part 139 for the operation, maintenance, and security of the Airport as a "certified" airport.
11. **Airport Security Program** means the specific program and guidelines established in harmony with the FAA in accordance with FAR Part 107 for the security of the Airport Operations Area (AOA) as a certificated airport under FAR Part 139.
12. **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 Airport Board 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 Airport Board.

2. Risk and Responsibility.

All persons shall use this Airport at their own risk. The Airport Board, Klickitat County and the City of The Dalles assume 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 any of these three governmental entities 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 available to all persons. Further, it shall be the responsibility of each "operator" to fully acquaint his or 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 Airport Board.

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.

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 Columbia Gorge Regional Airport as a base or terminal for commercial aviation activities or conduct any business or concession upon the Airport or upon any land now part of the Airport or acquired by the Airport Board for use in connection with said Airport, or upon or in any of the buildings, trailers, structures, land, parking places, walkways, roadways or other facilities used or operated in connection with said Airport, without first entering into a Lease or a Use Agreement approved by the Airport Board.

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 Airport Manager, and only in such a manner as prescribed, except within Lessee's buildings.

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Forward

The rules and regulations contained herein have been adopted for the orderly, safe and efficient operation of the Columbia Gorge Regional Airport. Minimum standards for aeronautical activities have been made a part of the rules and regulations. Columbia Gorge Regional Airport has been provided for the use and enjoyment of the public. It is the hope of the Airport Board of the Columbia Gorge Regional Airport 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.

4. **No Firearms or Hunting.**

No person shall hunt for game nor carry firearms, explosives, or incendiary materials or discharge any firearm or other explosives 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 on the Airport. This requirement pertains particularly to any sterile security screening process established on the Airport. 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 Airport and an official representing the activity.

5. **Delinquent Payments.**

Any person delinquent in payment for the use of the Airport facilities may be removed from the Airport and denied further usage until such delinquency is corrected. The Airport Board 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 RCWs.

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 as defined by Washington law. 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.

(NOTE: COST OF REPAIRS AND/OR RESTITUTION RELATED TO THE ABOVE-RELATED DAMAGES WILL BE BORNE BY OFFENDER.)

11. **Commercial Activity on the Airport, Aircraft Maintenance and Flight Instruction.**

A. All commercial activity, including but not limited to aircraft repairs and/or maintenance or flight instruction shall be conducted on the Airport in full compliance with section N herein.

B. No commercial activity of any type, including but not limited to aircraft maintenance or repairs, except for maintenance performed personally by the aircraft owner as permitted by FAA regulations, shall be performed anywhere on the Airport, including but not limited to within any hangar except in full compliance with section N herein.

C. No aircraft maintenance shall be performed on the airport by a person who is not the owner of the aircraft unless:

- i. such person performs the repair and/or maintenance in and/or from a site specifically permitted in a lease or a use agreement executed between that person and the Airport Management and in compliance with section N herein;
 - ii. such person provides and maintains in full force and effect the insurance required in the lease or use agreement.
 - iii. such person currently holds all required FAA certificates and licenses for such repairs and maintenance;
 - iv. such person is currently in compliance with all provisions of his/her lease or use agreement with the Airport Board.
 - v. the aircraft maintenance is performed in full compliance with the all FAA regulations.
 - vi. repairs to engines, air frames or accessories are not permitted on the public use ramps without prior approval of the Airport Manager.
- D. No flight instruction shall be performed on the Airport unless:
- i. The flight instruction is performed in compliance with all provisions these Rules and Regulations, including but not limited to section N herein, except for those separate flight instruction flights that originated from another airport and are using the Airport as a destination as part of that flight instruction.
 - ii. the person performing the flight instruction currently holds all required FAA certificates and licenses
- E. No person or entity shall conduct any flight, including but not limited to commercial flights, from the Airport that is not in full compliance with all FAA regulations.

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 the 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 prior authorization from the Airport Manager.

- B. Vehicles in the Aviation Use Area (all areas on the Airport except for the designated roadways and vehicle parking areas) shall be driven at a safe and reasonable speed, but not to exceed 15 mph, and shall have an operating amber flashing (rotating beacon or strobe) light at any time they are operated outside of the hangar areas.
 - 1. Vehicles shall 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 a 50-foot radius.
- C. No persons or vehicles, except as authorized by the Airport Management, shall be permitted in the Aviation Use Area, however, Lessee's of hangars may park their vehicles in the Lessee's airplane hangar or along the T-Hangars in those parking spaces designated by the Airport Management.
- D. All persons operating vehicles in the Aviation Use Area, except for those T-Hangar lessee's parking in or along their T-Hangar as permitted in paragraph C above, must broadcast their intentions over the Airport Unicom frequency prior to entering any taxiway or runway and must have an operative flashing light and two-way radio tuned to the Unicom frequency for communication 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 person shall park any motor vehicle on the Airport:
 - 1. In a space reserved for a specific purpose as established by Airport Management,
 - 2. Overtime in spaces posted with a time limitation,
 - 3. On any grass area (unless approved by Airport Management),
 - 4. On or along any Airport roadways,
 - 5. In front of or next to any hanger, except in those spaces designated by the Airport Management.
 - 6. Which has been abandoned (any vehicle parked over 10 days without express approval of the Airport Manager will be considered abandoned), 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 RCW, which authorizes the Airport Board to adopt specialized regulations pertaining to impound situations. All charges shall accrue to owner's expense.
- C. 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.
 - 3. 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 hangar when aircraft is absent and in those parking spaces so designated by the Airport Management.
- 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.).

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 Airport Board. A deposit, or other applicable surety, covering possible damages to the Airport may be required (all bids and contracts must include the above regulations).

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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 or Heater Operations.**

No personnel shall conduct any open flame operations in any hangar, or building, or part thereof unless specifically authorized by the Airport Manager.

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 Management;
- C. Reasonable amounts of lubricating oils and other such supplies related to the airplane stored in that hangar may be kept in T-hangars;
- 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.**

Commercial tenants 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 except with the approval of the Airport Management.

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 accordance with the appropriate codes and regulations of the County of Klickitat and the State of Washington. No spray painting operation shall be conducted in T-Hangars.

8. **Fueling Operations.**

All fueling operations shall be conducted in a safe manner.

- A. No aircraft shall be fueled or defueled in an unsafe manner:
- 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.
- E. All fueling operations on the Airport shall pay to the Airport a flowage fee as established by the Airport Board.
- F. With the exception of temporary fueling operations for emergencies such as aircraft involved in fighting fires, all fueling operations shall have a current lease with the Airport Board and be in compliance with the terms of the lease, including but not limited to all insurance requirements contained in that lease.

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 in approved waste oil 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. Klickitat County Rural Fire Protection District will provide back-up to all aviation related fire/disaster situations that might arise at the Airport, and primary response to structural fires.
- B. In case of crash or fire, a person should contact:
 - 1. 911
 - 2. Airport Manager or staff on duty: (509)767-2272
- 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. Commercial tenants should contact 911 for assistance in the event of an emergency and then contact the Airport staff.

**CHAPTER II
AIRCRAFT OPERATIONS
SECTION A – GENERAL**

1. **Aeronautical Activities.**

All aeronautical activities at the Columbia Gorge 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 broadcast their intentions over the Unicom frequency as recommended by Federal Aviation Regulations.

3. **Management Authority.**

The 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 term 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).

SECTION B - AIRPORT TRAFFIC

1. **Take-offs and Landings.**

Take-offs and landings shall be made in a direction at the discretion of the pilot in command (PIC) of an aircraft, however, to the extent possible on calm wind days pilots should attempt to use the designated runway to minimize line-of-sight issues on the runways. All pilots shall operate their aircraft in accordance with the Airman Information Manual (AIM).

2. **Airport Lighting.**

- A. The Airport lighting system (ALS) is radio controlled for pilot convenience. Pilots should refer to current charts or AIM for operational directions.
- B. Pilots are requested 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 to the extent such flight can be safely conducted.
- C. Take-Offs and landings shall not be conducted on taxiways or aprons. EXCEPTION: 1) Helicopters may land on designated areas. 2) At the discretion of the pilot-in-command as deemed necessary in the best interest of safety.
- D. All flight operations shall be made in compliance with the applicable federal regulations and the AIM.

3. **Safety.**

Persons operating aircraft in the immediate vicinity of the Airport shall exercise caution and courtesy and comply with FAA regulations.

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 regulations 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.

1. No aircraft shall be taxied or towed on any area other than runways, taxiways, or ramps without prior approval of the Airport Manager.
2. 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.

4. 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.
- 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 and the lease.
 - 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 Airport Board 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 attach to any part of the T-Hangar's owned by the Airport any type of hoisting or holding mechanism.
- M. 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.
- N. Not lock the T-Hangar, or permit the same to be locked, with any lock other than the lock supplied by the Lessor.
- O. Not conduct or permit any charter, rental, instruction service, or any commercial or for-hire activity of any type in or from the T-Hangar.
- P. No one other than the owner of the aircraft shall perform any service 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) for the aircraft owner. 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.
- Q. Maintain and repair the T-Hangar except the exterior covering and structural supports.
- R. No commercial activity shall occur in any T-Hangar.

SECTION E - SNOW REMOVAL

1. Airport personnel will initiate the snow removal plan as set forth in the Snow Removal Plan adopted by the Airport Board.

CHAPTER III DISASTER PROCEDURES

SECTION A - ALL CONCERNED

In case of an emergency situation that has occurred or is imminent at the Columbia Gorge 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 Airport Manager
3. Notify the FAA Flight Service Station
4. In All Cases Stay Calm
 - A. Speak plainly and slowly.
 - B. Describe nature of emergency.
 - C. Be exact.
 - D. Treat emergency with caution.
5. Refer all questions from the News Media to the Airport Manager.
6. 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
 3. Airport Manager 509-767-2272
 4. FBO
 5. Local Sheriff
- 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 Columbia Gorge Regional Airport is owned and operated by Klickitat County and the City of The Dalles. 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 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 Airport Board and entered into such written leases and other agreements prescribed by the Airport Board, or agreed upon by the Airport Board 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 approved by the Airport Board. The Airport Manager shall present the application to the Airport Board in a timely manner. The Airport Board 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 Airport Board to satisfy the Airport Board 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 along with the following information, if applicable:

1. Minimum Application Information: The Airport Board of Columbia Gorge Regional Airport 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. Indicate the ability to obtain Insurance coverage as required.

SECTION D - ACTION ON APPLICATION

The Airport Board 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. Airport Expenditure - The granting of the application will require the Airport to spend Airport's funds or to supply labor or materials in connection with the proposed operations to an extent which, or at a time when, the Airport Board is unwilling to enter into such agreement; or the operation will result in a financial loss to the Airport.

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 and/or ALP 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 Airport Board 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 Columbia Gorge 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 Airport.
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 Airport Board 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 Klickitat County require such denial. Nothing contained herein shall be construed to prohibit the Airport Board 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 Airport Board, the applicant shall submit the following supporting documents to the Airport Board, together with such other documents and information as may be requested.

1. Credit Report - A current credit report covering all areas in which the applicant has done business during the past ten years.
2. 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 Airport Board of Columbia Gorge 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 and use permits will contain the following clauses:
 1. All lessees and Permittees 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 and Permittees, 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 or Permittee 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 or use permits 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. The Airport 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 or Permittee, and without interference or hindrance.
6. The Airport reserves the right, but shall not be obligated to any Lessee or Permittee, 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 Airport 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. Airport 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 Airport, would limit the usefulness of the Airport or constitute a hazard to aircraft.
9. All leases and use permits shall be subordinate to the provisions of any existing or future agreement between Airport 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 and Permittees agree to abide by the Rules and Regulations of the Columbia Gorge Regional Airport and that the said Rules and Regulations, and any future revisions thereto, are made a part hereof.
11. Airport 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 Columbia Gorge Regional Airport.

12. Lessees and Permittees 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 and Permittees are required to agree to prevent any use of the leased premises which would interfere with landing or taking off of aircraft at the Columbia Gorge Regional Airport, or otherwise constitute an airport hazard.
14. Lessees and Permittees are required to agree to prevent any operation on the leased premises or under the use permit 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 Columbia Gorge Regional Airport, or which would create any restrictions to visibility at the Airport.
15. Insurance
 - A. All Lessees and Permittees shall "Hold the Airport and its Owners Harmless" in the course of conducting business upon Columbia Gorge Regional Airport, to include their employees, guests, clients, equipment and products. The Airport Board will determine the degree of liability exposure that a given Lessee or use Permittee could be subject to. Accordingly, the Airport may require such indemnification to be covered by commercial insurance. In such occasions the Lessee or use Permittee shall include the Airport as an "Additional Insured" on all liability policies, furnished Airport 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 Airport shall receive at least fifteen (15) days prior written notice of such change." The Airport may require any or all of the following types of coverage with a minimum insurance coverage of \$1,000,000:
 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. Hangar-keepers 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 Airport.

- B. In the event Airport 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 Airport in connection with such litigation; and Lessee also is required to agree to pay all costs and attorney's fees incurred by Airport in enforcing any of the covenants, agreement, terms and provisions of such leases.
16. All Lessee or Permittee 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 or Permittees 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 Columbia Gorge 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 Airport Board.

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 Airport Board. In the event of any construction, the Airport Board, at its discretion, may require an appropriate bond to guarantee the completion of the construction in accordance with the Airport Board 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 Airport Board, 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 Airport Board and operate in accordance therewith.

SECTION M CONCESSIONAIRES

All concessionaires are required to enter into an agreement with the Airport Board 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 Airport Board 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 Columbia Gorge 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
 - 3. Interior cleaning
 - 4. In-flight food service

H. **Aircraft storage, inside and/or outside.**: For outside aircraft storage the fixed base operator must 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 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 Airport Board.

SECTION O COMMERCIAL AERONAUTICAL ACTIVITY ON THE AIRPORT

1. **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 Columbia Gorge 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 or use agreement granted by the Airport Board.
2. **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. Two (2) grades of aviation fuel, deliverable to any point on airport.
 - B. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
 - C. Properly trained line personnel on duty during normal working hours of every calendar day, seven (7) days a week, and on call by readily
3. **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:
 - A. Two (2) grades of aviation fuel, deliverable to any point on airport.
 - B. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
 - C. 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 Airport Board.

- D. 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.
- E. Conveniently located heated lounge or waiting rooms for passengers and airplane crew of itinerant aircraft.
- F. 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 Airport Board.
- G. Provide and maintain a minimum of 5,000 gallon tank storage capacity in an approved space and manner for each of gasoline and Jet aviation fuels. Provide and maintain metered filter-equipped dispensers fixed or mobile for dispensing aviation gasoline. Any fueling facility on the airport, fixed or mobile, shall be approved by airport management.

4. **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:

- A. In case of airframe and/or engine inspections and/or repairs, sufficient hangar space to house an aircraft upon which such service is being performed.
- B. Adequate shop space to house the equipment and adequate equipment and machine tools, jack, lifts and testing equipment.
- C. 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 at a site located on the Columbia Gorge Regional Airport.
- E. At least 50 square feet of space for customer waiting area separate from the aircraft maintenance area.
- F. No maintenance on any aircraft which is not owned by the owner/lessee of the hangar shall be performed in any hangar not approved for such use by the Airport Board.
- G. Each maintenance entity shall execute a lease with the Columbia Gorge Regional Airport and shall provide all insurance required by the Columbia Gorge Regional Airport.

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

- A. A minimum of 50 square feet of office space for consummating sales and/or rentals and the keeping of proper records in connection therewith.
 - B. Hangar storage or tie down area for each aircraft to be used for sales or rental.
 - C. For rental, one (1) airworthy aircraft suitably maintained and certified and based at Columbia Gorge Regional Airport.
 - D. For sales activity of a new aircraft, a sales or distributorship agreement from a recognized aircraft manufacture of new aircraft.
 - E. Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators approved by the Airport Board of the Columbia Gorge Regional Airport for such service and repair.
 - F. There shall be reasonably available a properly certified pilot capable of demonstrating new aircraft for sale or for checking out rental aircraft.
 - G. The minimum stock of readily expendable spare parts or adequate arrangements for securing spare parts required for the type of aircraft and models sold.
 - H. Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.
6. **Flight Training.** All persons conducting flight training activities shall provide:
- A. The availability of personnel and equipment appropriate to the types of training planned.
 - B. The availability of aircraft of specific types compatible with the training proposed.
 - C. A minimum of 50 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.
 - D. Properly certified instructor capable of providing ground school instructions sufficient to enable students to pass the F.A.A. written examinations for at least the private pilot rating.
 - E. Continuing ability to meet certification requirements of the F.A.A. for the flight training proposed.
 - F. Adequate public liability and property damage insurance as determined by the Airport Board to protect the operator from the legal liabilities involved.
 - G. Adequate facilities for storing, servicing, and repairing all its aircraft or satisfactory arrangements for such services.
7. **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 50 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. Aircraft shall be equipped and maintained as to comply with the applicable rules and regulations of the FAA.

8. **Crop Dusting and Spraying Operations.** Persons seeking to establish and use the Columbia Gorge Regional Airport as an operation base for the conduct of crop dusting and spraying of agricultural chemicals shall be required to satisfy to the Airport Board 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.

9. **Aviation Club/Flying Club.**

Definition: A multi-person ownership of one or more aircraft, either partnership, co-owner or incorporated, or organized as an organization under the laws of the State of Washington or Oregon, whose principal base is at the Airport and is established for the purpose of creating a flying club. 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 Airport Board and comply with the following:

- A. Create and maintain a non-profit entity.
- B. Furnish satisfactory evidence of liability insurance as required by the Airport Board.
- C. The Club will file a list of its members and officers, number and type of aircraft, with the Airport Manager when they first begin operation at Columbia Gorge Airport and on the first day of each January.
 - i. 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.
 - ii. 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 Columbia Gorge Regional Airport.

- iii. In the event the club fails to comply with these conditions, the Airport Manager may recommend to the Airport Board any action deemed advisable, including withdrawal of the Club's permit, in which case, the club will be re-classified a commercial entity.
10. **Reservation of Rights.** The Airport of Columbia Gorge reserves the right to waive any of the above if in its opinion existing conditions justify such a waiver.
11. **Conduct of Business.** Each fixed base operator shall, upon being authorized by the Airport Board, and as the construction of any required physical facilities permit, commence and continue to conduct business activities and services authorized in a reasonable and timely fashion. 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.
12. **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.
13. **Lease/Use Fee.** Each business operating at the Columbia Gorge Regional Airport shall enter into an agreement with the Airport Board which includes an agreement on the part of the business 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 Columbia Gorge 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.
14. **Facilities Maintained.** Unless otherwise agreed to by the Airport Board, 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 Airport Board as being advisable and necessary for the fixed base operator to carry on the activities or services authorized by the Airport Board. The Airport Board may, in its

discretion, provide Airport Board assistance in the development of the operation area.

15. **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 Airport.
16. **Construction Performance.** Plans and specifications for all construction shall be submitted to the Airport Board 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 Airport Board. All construction shall be completed by the fixed base operator within one year from the date of the Airport Board approval of the plans and specifications. These times may be extended by the Airport Board upon good cause shown by the fixed base operator or as agreed upon by the Airport Board or part of contracted terms. All construction shall comply with all applicable building codes and ordinances.
17. **Specified Areas.** Airport areas on which fixed base operator facilities, if any, are to be constructed or operated shall be specified by the Airport Board or the Airport Manager in accordance with these Rules and the Airport Layout Plan of the Columbia Gorge Regional Airport.
18. **Business Conducted Within Lease Area.** Unless otherwise provided by the Airport Board, 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 Airport Board, 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 Airport Board 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.
19. **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 Columbia Gorge Regional Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern Airport.

20. **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.
21. **Indemnify.** Lessee or Use Permittee shall indemnify and hold harmless Airport, 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 Airport property.
22. **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 Airport and if the Airport 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 Airport harmless for the whole thereof.
23. **Non-Discrimination.** The fixed base operator shall furnish all services or sales authorized or licensed by the Airport Board 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 nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.
24. **Revocation of Permission to Conduct Commercial Activity.** The Airport Board 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 Columbia Gorge 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 Airport Board.
 - D. Except for payment of rents, charges, fees and other payments to be paid to the Airport, 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 Columbia Gorge Regional Airport.

- E. The failure to promptly pay to the Airport, when due, all rents, charges, fees and other payments which are payable to the Airport 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:
 - i. Violates any of the provisions of Chapter II of these Rules; or
 - ii. Engages in unsafe or abnormal or reckless practices in the operation of an aircraft or ground support vehicles within the boundaries of the Columbia Gorge 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
 - iii. 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.

25. **False Information.** Applied for a fixed base operator's license and supplies the Airport Board with any false information; or misrepresented any material fact to the Airport Board in the application, supporting documents, or in statements to or before the Airport Board, or failed to make full disclosure to the Airport Board in the application, the supporting documents or in statements to or before the Airport Board.

26. **Consequences of Revocation.**

- A. Upon such termination by the Airport Board of Columbia Gorge, 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 Airport Board of Columbia Gorge, 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 Airport Board of Columbia Gorge 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 Airport Board of Columbia Gorge 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.

27. **Injunction.** In addition to all other rights and remedies provided in these Rules, the Airport Board of Columbia Gorge shall have any and all other remedies at law or in equity, including the equitable remedy of injunction, to enforce these Rules and Regulations.
28. **Removal of Structures.** Subject to the terms of any written agreement or lease, the Airport Board, 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.
29. **Rights of Inspection.** To the extent necessary to protect the rights and interests of the Airport Board of Columbia Gorge Regional Airport or to investigate compliance with the terms of these Rules and Regulations, the Airport Manager, any member of the Airport Board, the Airport Board Chair, the Airport Board Attorney and any Airport Board appointed qualified agent of the Airport Board of Columbia Gorge Regional Airport 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.
30. **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 Airport Board 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 Airport Board, its officers, agents and employees harmless from all liability in connection with all things done by the Airport Board pursuant hereto and in connection with such snow, ice and weed removal.
31. **Notification of Cleanliness Violation.** All lessee and permittees 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 P - WAIVER OF CHAPTER IV PROVISIONS

The Airport Board 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 Q - 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 R - ACTS OF GOD

Nothing contained in these Rules and Regulations shall be construed as requiring the Airport Board 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 Airport Board.

CHAPTER V PENALTIES

1. **GENERAL.** In addition to any penalties otherwise provided by the Airport Board, 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 Airport Board. Such matters shall be presented to the Airport Board as soon as practicable and at least by the next regular meeting of the Airport Board, at which time the violator shall appear before the Airport Board 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 Airport Board, 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 Airport Board to insure the safeguarding of the Airport, its operations and the public use thereof and the Port's interest therein.

2. **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

theses 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.

3 **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 Airport Board has determined that it is in the best interest of the Airport Board 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 Airport Board 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 Airport Board. 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 Airport 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 Airport Board 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 Airport Board.

CHAPTER VI GOVERNMENT AGREEMENTS

1. **NATIONAL EMERGENCY.** During the time of war or national emergency the Airport Board 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.

2. **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 Airport Board of Columbia Gorge 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.

3. **AIRPORT MASTER PLAN.** The Airport 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.