

**General Provisions for Guiding Documents**

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### **19.04.020 Purpose**

The purpose of this chapter is to allow the Kittitas County Airport (Bowers Field) to establish safe aeronautical operations, appropriate minimum standards of commercial aeronautical operation, rules and regulations of public aeronautical use and infrastructure design standards and protect public interest.

### **19.04.020 Definitions and Acronyms**

#### DEFINITIONS

**Abandoned** – Property, other than Aircraft or Vehicles, left at the Airport for 48 hours without the owner moving or claiming it or without prior arrangement and payment.

**Abandoned Aircraft** – An aircraft that has been disposed of on an airport in a wrecked, inoperative, or partially dismantled condition or an aircraft that has remained in an “idle state” on the airport for 45 consecutive calendar days. For purposes of this section, “idle state” is defined as an aircraft not in a usable condition and without a previously agreed to arrangement between the owner of the aircraft and either the Airport or Fixed Base Operator.

**Abandoned Vehicle** – Any Vehicle that has remained stationary on the Airport more than 72 hours or is in a condition that would render the Vehicle non-drivable, including but not limited to expired license plates, missing (or flat) tire, or broken window.

**Accident** – A collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object, or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft, Vehicle, or Equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

**ADA** – The Americans with Disabilities Act of 1990 that prohibits discrimination against individuals with disabilities in employment, housing, education, and access to public services.

**Advisory Circular (AC)** – A document published by the Federal Aviation Administration.

**Aeronautical Activity** (or Aeronautical Activities or Activity or Activities) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft. Any activity that contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of Aircraft or the operation of the Airport and any other Activities, which in the judgment of the County, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an “Aeronautical Activity”.

**Agency** – Any federal, state, or local governmental entity, unit, organization, or authority.

**Agreement** – A written contract or lease enforceable by law, executed by both parties, between the Kittitas County Board of County Commissioners (BOCC) and entity transferring rights or interest in land or Improvements or otherwise authorizing the conduct of certain Activities.

**Air Carrier** – An entity engaged in the operation of an Aircraft for transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

**Air Charter or Taxi** – The Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi Operator as defined and regulated by the FAA.

**Air Operations Area (AOA)** – A portion of the Airport that includes Aircraft Movement Areas, Aprons, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

**Air Traffic Control (ATC)** – A service operated by appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the ground.

**Aircraft** – A device that is used or intended to be used for flight in the air.

**Aircraft Fuel** – All flammable solids, liquids, or gases composed of a mixture of selected hydrocarbons manufactured and blended for the purpose of operating an internal combustion, jet, or turbine engine, which is used to operate any engine of an Aircraft.

**Aircraft Line Maintenance** – Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and avionics/instrument removal or replacement.

**Aircraft Maintenance** – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft and accessories as described in 14 CFR Part 43.

**Aircraft Management Operations** – A Commercial Operator engaged in the business of providing Aircraft flight dispatch, flight crews, or Aircraft maintenance coordination on behalf of an Aircraft Owner.

**Aircraft Operator** – A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air

navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of the Airport.

**Aircraft Owner** – An Entity holding legal title to an Aircraft, or any Entity having exclusive legal possession of an Aircraft.

**Aircraft Parking and Storage Areas** – Those hangar and Apron locations of the Airport designated by the County for the parking and storage of Aircraft.

**Aircraft Rental** – The Commercial Activity of renting or leasing Aircraft to the public for compensation.

**Aircraft Sales** – The Commercial Activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

**Airfield** – The Runways for landing and taking-off of Aircraft, designated helipads, Taxiways and Taxi lanes for ground movement of Aircraft, Apron for parking, loading, unloading, fueling, and servicing of Aircraft and hangar or operation facilities.

**Airframe and Powerplant Mechanic (A & P Mechanic)** – A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings issued by the FAA under the provisions of 14 CFR Part 65.

**Airport** – Bowers Field, (Kittitas County Airport) and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan and as such plan may be extended, enlarged, or modified.

**Airport Assurances** – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

**Airport Layout Plan, (ALP)** – The FAA approved and BOCC adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and BOCC depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land or Improvements to specific uses or development.

**Airport Security Program (ASP)** – A Transportation Security Administration approved program as created by the Airport under 49 CFR Parts 1540.

**Airport Director** – That person (or designated representative thereof), appointed by the BOCC, responsible for the administration and day-to-day operation and management of the Airport,

all Airport Property, Vehicles, equipment, material, and financial assets at the Airport, and all Employees assigned to the Airport.

**Airport Sponsor** – Is a term used for the owner of the airport (Kittitas County).

**Apron** – Those Paved areas of the Airport within the AOA designated by the Kittitas County Board of Commissioners for parking, loading, unloading, fueling, or servicing of Aircraft.

**Avgas** (Aviation Gasoline) – Fuel commonly utilized to power piston-engine Aircraft.

**Based Aircraft** – An Aircraft that the aircraft Owner or Operator physically locates at the Airport for an undetermined period, and whenever absent from the Airport, is intended to be returned to the Airport for long-term storage.

**Board of County Commissioners (BOCC)** – The Board of County Commissioners is the legislative branch of Kittitas County government. Individual Commissioners are both lawmaking officers and fiscal representatives of the County.

**Code of Federal Regulation (CFR)** – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government as may be amended from time to time.

**Combustible Materials** – Any flammable materials in a gaseous, liquid, or solid state whether under pressure or not including, but not limited to, petroleum products, reactive gases, fats, and those materials defined as flammable or Combustible in 49 CFR Part 173.

**Commercial** – An Activity undertaken with the intent to generate or secure earnings, income, Compensation (including exchange or barter of goods and services), or profit, whether such objectives are accomplished.

**Commercial Activity** – Activity (including Aeronautical Activities) conducted at or on the Airport by any Entity:

- Exchanging, buying, or selling commodities, goods, services, or property of any kind at the Airport
- Engaging in any Activity on the Airport for the purpose of securing revenue, earnings, income, or compensation, whether such revenue, earnings, income, or compensation are ultimately exchanged, obtained, or transferred, or the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, or compensation producing Activity on or off the Airport
- Commercial Activities include, but are not limited to, Air Charter or Taxi, Airframe and Power Plant Maintenance, Aircraft Rental, Avionics Sales, and Maintenance.

**Commercial Aeronautical Service Operator** – means a Fixed Base Operator (FBO) or Specialized Aviation Service Operator (SASO) operating on the Airport.

**Commercial Vehicle** – Any vehicle on Airport property engaged in transporting goods, supplies, passengers, or other property to or from the Airport for compensation. Specifically excluded from this definition are vehicles of governmental entities transporting goods, supplies or other property to or from the Airport.

**Compensation** – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

**County** –Kittitas County in the State of Washington. For purposes of environmental compliance, the County shall include the County’s elected and non-elected officials, officers, agents, Personnel, contractors, successors, and assigns.

**Destructive Device** – means any bomb, grenade, mine, rocket, missile, pipe bomb or similar device containing an explosive, incendiary or poison gas that can cause bodily harm or property damage; any device declared a destructive device by the Bureau of Alcohol, Tobacco, and Firearms.

**Entity** (or Business entity) – A commercial, corporate, or other institution that is formed and administered as per commercial law in order to engage in business activities, usually for the sale of a product or a service.

**Emergency Vehicle** – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any Vehicle conveying an airport official or Airport employee in response to an official emergency call.

**Employee** – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between “Employee” and “independent contractor” shall be made according to current IRS standards.

**Environmental Liability** – To include liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup or remediation costs arising out of the occupancy and use of the Leased Premises.

**Equipment** – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

**Federal Aviation Administration (FAA)** – The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

**Federal Aviation Regulation (FAR)**, Title 14 of the Code of Federal Regulations (14 CFR) – Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs is mandatory.

**Final Plans** – Site and/or construction plans, and specifications submitted to the Airport Director and the County’s Planning and Development Department for plan approval and permits.

**Fixed Base Operator (FBO)** – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities as defined in the Minimum Standards

**Flying Club** – A legally recognized nonprofit Entity organized for the purpose of promoting a common interest in aviation. A Flying Club may provide its members with any number of Aircraft for their personal use and enjoyment. If the Flying Club provides Aircraft, the Flying Club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft.

**Fuel** – Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

**Fueling** – The transportation, delivering, dispensing, storage, or draining of fuel or fuel waste products.

**Fuel Storage Area** – That portion of the Airport designated temporarily or permanently by the Airport as an area in which any type of Fuel or Fuel additives may be stored or loaded.

**General Aviation (GA)** – All Aviation except Aircraft manufacturing, military aviation, and scheduled commercial air carrier operations.

**Guiding Documents** - Consist of the Airport’s (a) Minimum Standards, (b) Rules and Regulations, (c) Lease Policy, (d) Development Standards and (e) Airport Rates and Fee Schedule.

**Hangar** – Any fully or partially enclosed storage facility for an Aircraft.

**Hazardous Materials** – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

**Improvements** – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

**Infrastructure** – Physical structures and facilities such as Runways, Taxiways, Taxi lanes, Aprons, nav aids, airport roadways, utilities, etc.

**Jet Fuel** – Fuel commonly utilized to power turbine-engine Aircraft.

**Landside** – The portion of the Airport used for activities other than the movement of Aircraft, such as Vehicle access roads and parking.

**Landscaping** – The design and maintenance of land area incorporating sustainable flora and natural materials to create an aesthetic appeal to the airport.

**Law Enforcement Officer (LEO)** – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

**Lease** – The written contract between the Airport and an Entity specifying the terms and conditions under which an Entity may occupy and operate from certain Airport facilities or property.

**Leased Premises** – The land or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

**Lessee** – An entity that has entered into an Agreement to occupy, use, or develop land or Improvements.

**Master Plan** – An assembly of documents and drawings (which have been approved by the FAA and adopted by the BOCC) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan (ALP) is a part of the Master Plan.

**Minimum Standards** – The qualifications, standards, and criteria, as a condition set forth as the minimum requirements to be met for the right to engage in Commercial Aeronautical Activities at the Airport.

**Movement Area** – The runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

**NEPA** – The National Environmental Policy Act, a United States federal statute that sets forth a policy of environmental protection, and a protocol by which all federal agencies in their respective jurisdictions make environmental protection part of their decision-making process.

**Non-Commercial** – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), or profit.

**Non-Commercial Lessee** – An entity that either owns or leases and operates Aircraft for private purposes. In the case of a business, the operation of Aircraft must be an ancillary activity to

support the business's purposes by providing private transportation for the exclusive use of its Employees, agents, or customers. In all cases, the Non-Commercial Entity neither offers nor engages in Commercial Aeronautical Activities.

**Non-Commercial Operator** – An Entity which either owns or leases or operates Aircraft for personal or recreational purposes and neither offers nor engages in Commercial Aeronautical Activities.

**Non-Movement Area** – This area refers to the apron, ramp, or tarmac. Both aircraft and ground vehicles can operate in the non-movement area.

**Object Free Area** – An area on the ground centered on a runway, taxiway, or taxi lane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

**Operator** – An entity that has entered into an Agreement with the BOCC to engage in Commercial Aeronautical Activities at the Airport.

**Owner** – The registered legal Owner of an Aircraft according to FAA records or a Vehicle according to the Washington Department of Motor Vehicle records.

**PART 77** – Title 14 of the Code of Federal Regulations (CFR) Part 77, also known as Federal Aviation Regulation (FAR) Part 77, which establishes standards and notification requirements for objects affecting navigable airspace. These standards and requirements enable the FAA to evaluate the effect of proposed construction or alteration on operating procedures, determine the potential hazardous effect of proposed construction or alterations on air navigation, to identify mitigation measures to enhance safe air navigation, and chart new man-made or natural objects.

**Permanent Construction** – Structural or ground facilities constructed with the intent of providing service during the term of the lease agreement, with use of materials and methods of construction that will maintain their appearance and functionality. Modular, trailer, storage sheds, and other maintenance structures are not considered as permanent construction.

**Permit** – An application and administrative approval issued by the Airport Director to conduct aeronautical or non-aeronautical activity on the Airport property.

**Person** – Any individual, firm, entity, association, organization, partnership, joint venture, business trust, corporation, or company.

**Preliminary Plans** – Plans submitted to the Airport Director or Kittitas County for initial approval prior to the detailed planning and design. Preliminary plans may include, but are not

limited to, site plans, plot plans, building plans and specifications, building elevation and floor plans, lighting or landscape plans, and parking plans.

**Public Area** – Those areas normally used by the public. Such areas include restrooms, passenger terminal building lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public areas do not include the AOA, Restricted Areas, and employee parking lots.

**Regulatory Measures** – All applicable Federal, State, County, and local laws, codes, ordinances, policies, rules, and regulations.

**Restricted Area** – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Regulatory Measures) including but not limited to: the AOA, Runways, Taxiways, Taxi lanes, and fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with signage.

**Rules and Regulations** – The rules and regulations set forth by the Kittitas County Board of County Commissioners for the safe, secure, orderly, and efficient use of the Airfield, as may be amended from time to time.

**Runway** – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

**Screening** – Privacy fencing, plant material, masonry walls or other materials of sufficient height to obscure the view of an area from the street or adjacent properties.

**Self-Fueling** – The Non-Commercial fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

**Self-Service** – The servicing of an Aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's Vehicles, Equipment, and resources.

**Specialized Aviation Service Operator (SASO)** – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities as defined in the Minimum Standards.

**Spill Prevention, Control, and Countermeasures Plan (SPCC Plan)** – A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

**Storm Water Pollution Prevention Plan (SWPPP)** – A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

**Taxilane** – The portion of the Apron used for access between Taxiways and Aprons. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

**Taxiway** – A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway).

**Tenant** – A “Person” as defined in this document, who holds or possesses real property; commonly an individual or organization who occupies and uses the property of another under a lease, although such an individual or organization is technically a lessee, not a tenant.

**Through-the-Fence** – Having direct access to the Airport from private property located contiguous to the Airport.

**Tie down** – An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related Equipment are located.

**Vehicle** – Any device that can move itself, or being moved, from place to place upon wheels or tracks; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

**Vehicle Operator** – Any person who is in actual physical control of a Vehicle.

**Vehicle Parking Area** – Any portion of the Airport designated and made available temporarily or permanently by the County for the parking of Vehicles.

**Weapon** – Any device used to inflict damage, immobilize or harm living beings, structures, or systems. Any device used to gain a strategic, material, or mental advantage over an adversary.

## ACRONYMS

AC                      Advisory Circular

AOA                     Air Operations Area

## Kittitas County – Bowers Field

ATC	Air Traffic Control
A & P	Airframe and Powerplant Mechanic
ALP	Airport Layout Plan
ASP	Airport Security Program
BOCC	Board of County Commissioners
CFR	Code of Federal Regulation
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FBO	Fixed Base Operator
GA	General Aviation
LEO	Law Enforcement Officer
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NOTAM	Notice to Air Missions
SE	Single-Engine Aircraft
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SASO	Specialized Aviation Service Operator
SWPPP	Storm Water Pollution Prevention Plan

### **19.04.030 Guiding Documents**

1. The Airport's Guiding Documents consist of the Airport's (a) Minimum Standards, (b) Rules and Regulations, (c) Lease Policy, (d) Development Standards and (e) Airport Rates and Fee Schedule.
2. Each Guiding Document is hereby adopted and incorporated by reference into all other Guiding Documents.

**19.04.040 Governing Body**

1. The Airport is owned and operated by Kittitas County and governed by the Board of County Commissioners which has the authority to:
  - a. Lease Airport land or improvements,
  - b. Allow the occupancy or development of Airport land or improvements
  - c. Grant the right to engage in any activity at the Airport, and
  - d. Adopt, implement, enforce, or amend the Airport's Guiding Documents

**19.04.050 Airport Management**

1. The Airport Director reports directly to the Board of County Commissioners
2. The Airport Director, or designee, is responsible for the operation, management, maintenance, and security of the Airport and all County-owned and operated land, improvements, facilities, vehicles, and equipment associated with the Airport.
3. The Board of County Commissioners has authorized the Airport Director to:
  - a. Direct and control the Airport to take such action to protect all persons and property on the Airport, and to control operations of the Airport or other activity at the Airport in a safe and efficient manner
  - b. Interpret, administer, and enforce the Airport's Guiding Documents and agreements.
  - c. Allow, where and when appropriate, temporary, short-term (30 days or less) occupancy or use of certain Airport land or Improvements.
  - d. Obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be filed with the County in accordance with the Airport's Guiding Documents.

4. All inquiries regarding the Airport’s Guiding Documents or compliance shall be directed to the Airport Director.
5. AAC Role and Process: The role of the Airport Advisory Committee is to provide recommendation as outlined by the approved charter. They do not have decision making authority and act in an advisory role on airport topics.

**19.04.060 Compliance with Regulatory Measures and Agreements**

1. The Federal Aviation Administration (FAA), by way of its Grant Assurances, requires airports that receive Federal grant assistance to operate the Airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination. These Assurances also require an Airport Sponsor to maintain a fee and rental structure for the facilities and services at the airport that will make the Airport as self-sustaining as possible under the circumstances existing at the Airport.
2. Airport users, lessees, and sublessees must comply with all applicable County, State and Federal laws, ordinances, rules, and regulations, including all rules and regulations of the FAA, the National Environmental Policies Act, Title VI of the Civil Rights Act of 1964, and the State of Washington, as amended or reenacted. In addition, users shall abide by and be subject to all Guiding Documents now in effect or enacted from time-to-time by the Board of County Commissioners concerning the management, operation, or use of the Airport.

**19.040.070 Non-Discrimination**

To the extent required by law, LESSEE, for itself, its personal representative, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

No person, on the grounds of race, color, religion, sex, age, marital status, handicap, or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in LESSEE’s personnel policies and practices or in the use or operation of LESSEE’s services or facilities.

LESSEE agrees that in the construction of any improvements on, over or under AIRPORT land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, marital status, handicap, age, or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

LESSEE shall use the PREMISES in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

It is the policy of the Department of Transportation that minority business enterprise as defined in 49 CFR Part 46, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of Agreements as defined in 49 CFR Section 23.5. Consequently, this Agreement is subject to 49 CFR Part 23 as applicable.

LESSEE hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases and agreements, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

LESSEE hereby assures that it will include the above clauses in all sub-leases and cause sub-tenants to similarly include clauses in further sub-leases or partial assignments.

#### **19.04.080 Conflicting Regulatory Measures and Agreements**

If any provision of the Airport's Guiding Documents is found to conflict with any other applicable Regulatory Measure, or any provision of an existing or future Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

#### **19.04.090 Subordination**

The Airport's policies, minimum standards, or rules and regulations are subject and subordinate to the provisions of any existing or future agreements between the County and the State of Washington or the United States pertaining to the planning, development, operation, and management of the Airport and are specifically subordinated to, and shall be construed in accordance with, the Airport Assurances.

#### **19.04.100 Waiver of Provisions**

The County may, in its discretion, waive any or all portion(s) of these Minimum Standards for the benefit of any non-profit entity or any Government or Governmental Agency or Department, to include, but not limited to, performing air search and rescue operations, fire prevention and firefighting operations, or disaster response operations.

During a declaration of war or national emergency the County shall have the right to lease the Airport, or the landing area, or any part thereof to the United States Government for military use. In such an event, the County may, in its discretion, waive any or all portion of these Minimum Standards. Additionally, depending on the need of the United States Government,

the County may restrict general aviation operations as needed, for the safety of persons and aircraft.

#### **19.04.110 Notices, Requests for Approval, Applications, and Other Filings**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Operator, or prospective Operator pursuant to these Primary Guiding Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, email (confirmed by return email) or in person (confirmed with dated and signed receipt) and shall be deemed to have been given when delivered to the Airport, Lessee, or Operator at their principal place of business or such other address as may have been provided to the Airport.

Notices of intent to amend the standards as established in this chapter shall be sent by first-class mail, to all fixed base operators and others who have agreements with Kittitas County to conduct commercial aeronautical activity in the airport. (Ord. 92-24 (part), 1992).

#### **19.04.120 Amendments**

Kittitas County shall review the Rules and Regulations, Design Standards and Minimum Standards for Commercial Aeronautical Activities at the Kittitas County Airport (Bowers Field) from time to time and shall promulgate revisions or amendments deemed necessary under the circumstances to properly protect the health, safety and interest of the airport and the public. Upon publication of any such amendments, the operators of aeronautical activities authorized hereunder shall be required to conform to such amended standards except as hereinafter provided. Revisions to the minimum standards for Specific Commercial Activities shall not apply to an operator or lessee possessing a valid agreement with Kittitas County which permitted said operator to conduct commercial activities under previously adopted minimum standards. Such operator may continue to conduct said activities under previously approved Minimum standards if its agreement remains valid. Any subsequent amendment of an agreement authorizing a change in commercial aeronautical activities must comply with the minimum standards in effect at the time of the approval of said amendment. (Ord. 92-24 (part), 1992).

#### **19.04.130 Right to Self-Service**

An Aircraft Owner or the Aircraft Owner's Employees may perform services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for Compensation or hire and further provided that such right is conditioned upon compliance with the Airport's policies, minimum standards, and rules and regulations and all applicable Regulatory Measures.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to provide such Commercial Activities at the Airport under an Agreement with the County.

An Operator may restrict the use of its exclusive Leased Premises for Self- Service activities.

#### **19.04.140 Variance or Exemption**

Requests for a variance or exemption from a provision in the Guiding Documents shall be submitted in writing to the Airport Director. Requests must include:

- The specific provision(s) for which the variance or exemption is being sought
- Describe the proposed variance or exemption and its duration
- State the reason for the proposed variance or exemption
- Identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public).

The BOCC may, but is not obligated, to approve variances or exemptions to the Airport's policies, minimum standards or rules and regulations when special circumstances exist. If approved, the variance or exemption shall only apply to the special circumstances of the particular case for which the variance or exemption is granted.

#### **19.04.150 Pioneering Period**

When a specific product, service, or facility is not currently being provided at the Airport, the Authority may enter into an Agreement with an FBO or SASO with terms and conditions that are less than those outlined in these Primary Guiding Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period. The duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period and shall not be longer than one year.

#### **19.04.160 Fines or Penalties**

Entities shall have the responsibility to pay any fine or penalty levied against the entity, the Airport or Kittitas County (or representatives, officers, officials, employees, agents, and volunteers thereof), individually or collectively, because of entity's failure to comply with any applicable Regulatory Measure.

If the fine or penalty is contestable (and contested by entity), entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

#### **19.04.170 Enforcement**

The Airport Director is empowered by the Board of County Commissioners to require compliance with and enforce provisions stated in the Airport's Guiding Documents.

The Fire Department is authorized to enforce all fire and Hazardous Materials related Regulatory Measures.

The Sheriff's Department is authorized to enforce all Regulations within its jurisdiction.

Violation of Airport policy, minimum standards, or rules and regulations may result in revocation of access or use privileges, termination of an Agreement, denial of use of the Airport, or prosecution under the applicable Regulatory Measure.

#### **19.04.180 Disputes**

In such case an individual disagrees with the decision by the Airport Director in the enforcement of the Minimum Standards, Rules and Regulations or Design Standards they will have an opportunity to send a written appeal to the Airport Director within 10 business days after such decision is issued.

The Airport Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either:

- Making a written determination with respect to the claim
- Making a written request for additional information, or
- Bringing the appeal directly before the BOCC.

If additional information is requested, the party shall provide all requested additional information within 10 business days of the date of the Airport Director's request or the claim is waived.

If the Airport Director makes a written determination with respect to the claim, the determination will occur within 30 calendar days after receipt of the additional information.

The Airport Director’s written determination shall be final and conclusive unless within 30 calendar days from the date of the Airport Director’s written determination, the party requests, in writing, an appeal to the BOCC stating specifically all grounds of appeal.

The BOCC shall use its best efforts to hear any such appeal within 90 calendar days after receipt of the written appeal. At such hearing, the party will have an opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the BOCC in its sole discretion.

The decision of the BOCC shall be final and conclusive.

The party shall diligently continue performance of its Agreement with the Airport, in full compliance with the Airport’s Guiding Documents, regardless of whether a dispute is pending or being appealed, and regardless of the outcome of such dispute or appeal.

#### **19.04.190 Rights and Privileges Reserved**

In this section, the term “activity” is inclusive of all Commercial, Non- Commercial, Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the County reserves the rights and privileges outlined under Federal Grant Assurances as such rights and privileges may be amended from time to time.

Nothing contained within the Airport’s Guiding Documents shall be construed to limit the use of any area of the Airport by the County (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security, Transportation Security Administration, Sheriff’s Department, or Fire Department personnel from acting in official capacities.

The County reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP).

It is the policy of the BOCC that any occupancy, use, or development (construction or modification) of land or Improvements that is inconsistent with the ALP is undesirable. The Airport Director is not required or obligated to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, Lessee, Sublessee, or users of the Airport.

The County reserves the right to develop and make any Improvements or repairs on, at, or to the Airport that it deems necessary. The County will provide advance notice of the date and time to impacted parties that such development, improvements, or repairs will be made. The County shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee,

person, or other entity for any costs incurred, loss of revenue, or inconvenience that may result from such development, improvement, or repair.

The County shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to a natural disaster or illegal activity.

The County reserves the right to suspend or prohibit an entity from using the Airport or engaging in activities at the Airport upon determination by the BOCC that such entity has not complied with the Airport's Guiding Documents or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land or Improvements located at the Airport.

During time of war or national emergency, the County shall have the right to enter into an agreement with the United States Government for military use of part or all the landing area or other areas or facilities of the Airport. If any such agreement is executed, any agreement between the County and an Operator or Lessee, insofar as it is inconsistent with the agreement between the County and the United States Government, shall be suspended, without any liability on the part of the County to the Operator or Lessee.

The County will not relinquish the right to take any action the County considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.

The County will not waive any sovereign, governmental, or other immunity to which the County may be entitled, nor shall any provision of any Agreement be so construed.

The County will not submit to the laws of any state other than those of the State of Washington.

The County is under no obligation to provide or pursue Federal, State, or other available funds to contribute financing or make any improvements to Airport land or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee.

#### **19.04.200 Possible Grounds for Rejecting Application**

In this section, the term "activity" is inclusive of all Commercial, Non- Commercial, Aeronautical Activities, and non-aeronautical activities.

The BOCC may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrances, or application for any one or more of the following reasons (as determined in the sole discretion of the BOCC).

The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the BOCC.

The proposed activities or Improvements will create a safety or security hazard at or on the Airport or the entity's proposed activity could be detrimental to the Airport, Operators, Lessees, Sublessees, users of the Airport, or the public as determined by the BOCC.

The County would be required to expend funds or supply labor or materials in connection with the proposed activities or Improvements or if the proposed activities or Improvements will result in a financial loss or hardship.

No appropriate, adequate, or available land or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.

The proposed activities or Improvements do not comply with the Master Plan of the Airport or the ALP currently in effect or anticipated to be in effect.

The occupancy, use, or development of Airport land or Improvements will result in congestion of Aircraft or will interfere with activities of any existing Operator, Lessee, or Sublessee, or prevent adequate access to the Leased Premises of any existing Operator, Lessee, or Sublessee.

The entity has intentionally or unintentionally misrepresented or omitted material fact or has failed to make full disclosure in a proposal, in an application, or in supporting documentation.

The entity or any officer, director, agent, representative, shareholder, or employee thereof has a record of violating the Regulatory Measures of the County, any other airport sponsor, the State of Washington, the FAA, or any other Regulatory Measure applicable to the Airport or the entity's proposed activity.

The entity or any officer, director, agent, representative, shareholder, or employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.

The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed activity.

The entity cannot obtain a bond or insurance in the type and amounts required by the County for the proposed activity.

The entity seeks terms and conditions which are inconsistent with the Airport's Guiding Documents or as stated in any request for qualifications or proposals (or any other document) issued by the County.

**19.04.210 Right of Inspection**

To the extent necessary to protect the rights and interests of the County or to investigate compliance with the terms of these Rules and Regulations, the County shall have the right to inspect during reasonable times, all premises, structures, or improvements, equipment, licenses, registrations, and all aircraft's air worthiness certificates. The inspection of the premises will be made, when possible, in the presence of the Lessee or Owner, upon providing no less than 24 hours' notice for non-emergencies.

**19.04.220 Severability**

If any section or part of a section of the minimum standards be declared void by any court of competent jurisdiction, the remaining sections or parts of sections shall remain in full force and effect. (Ord. 92-24 (part), 1992).