

Deer Park Municipal Airport

**AERONAUTICAL
DEVELOPMENT POLICY**

LEASE POLICIES

MINIMUM BUSINESS STANDARDS

**AERONAUTICAL PROPERTY CONSTRUCTION
GUIDELINES**

HANGAR COVENANTS

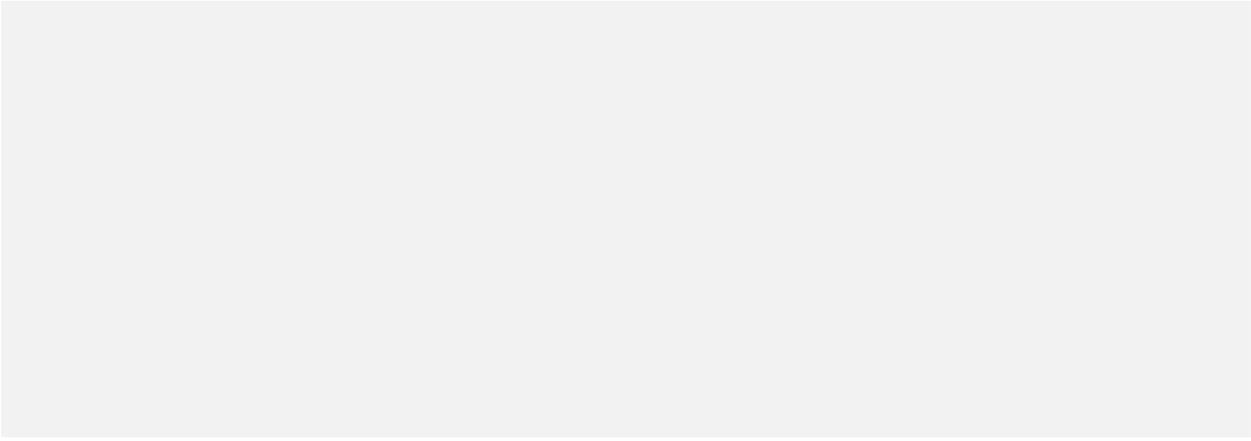
AIRPORT RULES AND REGULATIONS

Adopted by The City of Deer Park
September 17, 2014



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Chapter One

Introduction

The City of Deer Park has adopted the following Deer Park Airport Aeronautical Development Guidelines and Leasing Policies to optimize the economic development opportunities afforded the community while ensuring a safe, and efficient level of operation and services offered to the public. Deer Park Municipal Airport is located within the city limits of Deer Park, WA in north Spokane County. It is located on 1,800 acres of land, of which approximately 1,000 is managed timber. It is categorized as a Regional Service Airport by the Washington State Department of Transportation, Aviation Division.

The airport has two runways and a full parallel taxiway. Runway 16/34 is 6,100' x 75' asphalt and runway 5/23 is 3,200' x 60' asphalt. It has one Global Position System (GPS) instrument approach and a non-directional beacon approach.

There are approximately 100 based aircraft, all piston powered single and multi-engine. During summer months the airport serves as a regional fire tanker base for the Washington Department of Natural Resources and the United States Forest Service. The Spokane Soaring Society and the Barons Model Airplane Club are based at the airport.

DEER PARK AIRPORT DEVELOPMENT POLICY

The Deer Park Municipal Airport is strategically situated in an area ideally suited for economic development and job creation. It is the goal of the City of Deer Park to encourage high quality development, continued maintenance and enhancement of facilities, and balanced uses of the Deer Park Municipal Airport, including a diversity of based aircraft and businesses. This policy will help enhance the ability of the City to attract viable, compatible light industrial and commercial development on, and in the vicinity of the airport. This policy will allow full development of the airport with a myriad of uses while protecting the best locations for affordable non-commercial hangar development and commercial use developments, i.e. corporate aviation centers and/or Fixed Base Operations (FBO's).

Airport property, especially that which has access to the taxiway and runway system, is a limited and valuable resource. Improvements to these areas must therefore be accomplished in an efficient and resourceful manner. All airport property is publicly owned by the City of Deer Park and is not available for sale. Thus all construction on the airport is on leased property. The policies defined in this document will provide potential applicants with clear and concise information to facilitate the lease application and construction processes, business application, and expectations of lessees.

This Development Policy requires applicants to clearly define their intentions for occupancy of airport property, whether for business or personal interests. Lease policies are explained in Chapter Two. Those wishing to operate a business must meet Minimum Business Standards as defined in Chapter Three, including submission of a detailed description of their plans, along with a forecast of revenues and growth. Those who wish to construct buildings on leased airport property will be subject to the Construction Guidelines contained in Chapter Four. All lessees are subject to the Hangar Covenants (Chapter Five) and Airport Rules and Regulations (Chapter Six).

1.1 RATES AND CHARGES

Consistent with the Federal Aviation Administration (FAA) grant assurances, the City of Deer Park seeks to optimize airport operational and lease revenues in order to maintain financial self-sufficiency. Rates charged for leases, products, and uses of the airport are set according to costs of operation and fair market value at similar airports in the local market area. Rates and charges are determined annually by

the Deer Park City Council.

1.2 MAINTENANCE: GOOD CONDITION & REPAIR

The City takes pride in presenting an attractive gateway to the region, including the airport. Thus it is imperative that hangars and surrounding grounds be maintained in good condition and repair. Leases for property with existing buildings will be contingent upon lessees making a concerted effort to maintain their buildings in good structural condition and appearance. Preventive maintenance is an annual, ongoing obligation. Any level of clutter, junky or unkempt appearance shall not be tolerated. Particular attention should be focused on major cost issues such as foundations, structural components of buildings, roofs, wall systems, hangar doors, electrical systems, etc. The facility must have sufficient integrity and use to justify both routine maintenance upgrades and capital investment (typically ten years or more).

Where these standards conflict with Federal Aviation Administration (FAA), or other federal, state or local applicable requirements, the highest or most restrictive standard shall prevail, except when the requirement is absolute and does not allow any other more restrictive considerations. Contract provisions shall prevail over these standards, if applicable.

Chapter Two

Lease Policy

2.0 PRE-APPLICATION CONFERENCE

Individuals interested in leasing property at Deer Park Airport shall schedule a pre-application conference with the airport manager. The conference will allow applicants to discuss plans and become familiar with the development and leasing policies, and determine feasibility of the proposed project.

2.1 INITIAL CONSTRUCTION LEASE

If the project is deemed to be feasible, applicant shall submit the Deer Park Airport Standard Ground Lease Application and the appropriate support documentation to the Airport Manager. It will be forwarded to the Deer Park Airport Board for review to determine the viability of a proposed project. The lessee may be required to carry a construction bond or proof of financial wherewithal to complete the construction of the proposed facilities.

At the time the potential lessee requests the lease agreement be drawn up, the potential lessee will be required to pay an Application Fee in the amount of \$250.00 and complete a lease application form. The Application Fee will be refunded if the City of Deer Park does not approve the lease. Upon recommendation for approval by the Airport Board, the lessee will have 45 days to execute the lease agreement. Upon signature of the lease, the application fee will be applied to the first years' rent. Failure to execute the lease agreement will result in the loss of the Application Fee and all future rights to the property in the lease agreement. Ground Leases are considered finalized upon approval by the City Council.

Building permits must be obtained within six months and construction must be substantially complete within 18 months of lease initiation. Extension may be granted at the discretion of the Airport Board and City Building and Planning Director.

2.2 ACQUISITION OF EXISTING BUILDING

Lease of ground on which there is an existing building shall require submission of the Deer Park Standard Lease Application plus an Application Fee in the amount of \$250.00. Upon approval by the City Council, the lessee will have 45 days to execute the lease agreement. Upon signature of the lease, the application fee will be applied to the first years' rent. Failure to execute the lease agreement will result in the loss of the Application Fee and all future rights to the property in the lease agreement. Ground Leases are considered finalized upon approval by the City Council. Any sales agreements must be contingent upon approval by the City Council. The Application Fee will be refunded if the City of Deer Park does not approve the lease.

2.3 TERM OF LEASES

All existing and new construction leases should contribute to furthering Deer Park's Airport Master Plan, as amended. The term of Ground Leases range from 20 to 30 years, depending upon age of existing buildings or square footage of new buildings to be constructed. These terms were adopted to provide sufficient time for investors to amortize their investment.

Existing Building more than three years old	20 years
New Construction and existing buildings less than three years old	30 years

The Airport Board reserves the right to recommend variable lease terms, as situation requires.

2.4 ASSIGNMENT

Leases are not assignable, except in the case of the death of all Lessee(s). The City will work with lending institutions to the extent legally possible to accommodate Lessee financing of improvement to the

Premises.

2.5 SUBLETTING

Lessee shall have the right to sublease the subject premises, with prior approval of the Airport Manager. Permission to sublease shall not be unreasonably withheld. Lessee shall submit a copy of sublease agreement to the Airport Manager. Any such sublease agreement shall not conflict with the terms and provisions of the lease and Lessee shall provide to the City notice of any intent to sublease within thirty days prior to such sublease. Any sublease shall not relieve the Lessee of any responsibility to perform any provisions of the lease agreement in the event Lessee's sublessee or renter fails to perform said provisions. Lessee shall instruct sub-lessee to meet with the airport manager to obtain a gate access code and receive copy of hangar covenants and airport rules and regulations. A written request from Lessee shall accompany any request for the safe access code for a sub-lessee. It is highly recommended that a rental agreement between the Lessee and sub lessee/renter be in place.

2.6 DISPOSITION OF BUILDINGS AND IMPROVEMENTS UPON LEASE EXPIRATION

At least one hundred eighty (180) days prior to the expiration of this Lease, Lessee shall notify the City regarding Lessee's intent with respect to lease renewal or disposition of buildings and improvements on the Leased Premises. Upon termination for reasons other than default, the City and Lessee shall agree upon one of the following three courses of action with respect to the disposition of Lessee's buildings and improvements located at the Premises:

1. In the event that the Lessee desires to continue occupying the Leased Premises, the Lessee may request that the City grant a new lease agreement. If the City desires to continue to lease the Leased Premises with the existing improvements, the City may concur with this request. Any such request concurred with by the City must be accompanied by the lease renewal application fee then in effect. In the event the City concurs with the Lessee's request to lease the Leased Premises, then the Lessee shall be eligible for a new lease agreement for the Leased Premises provided the following conditions are met by the Lessee:

- **Good Repair:** The Leased Premises and all improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and any other items including those which are structural and/or aesthetic in nature.

- Lessee is in compliance with all terms, covenants, and conditions of this Lease. The terms of the new lease agreement are subject to negotiation between the City and Lessee.
OR

2. At the end of the term of this Lease, the Lessee may peacefully surrender the Leased Premises in a fully restored condition, including the removal of all improvements. Restoration of Leased Premises shall also include fine grading to allow for proper drainage into the appropriate drainage system. All components of the improvement removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Lessee. Removal of improvements and restoration of the Leased Premises shall be complete no later than thirty (30) calendar days after the expiration date of this Lease, unless the City agrees to an extension. OR

3. The City may agree to purchase the improvements from Lessee at a price to be determined by the City and Lessee. The City and Lessee may agree to have an appraisal of the improvements completed to aid the City and Lessee in their efforts to agree upon a purchase price. In the event the City and Lessee are unable to agree upon a purchase price, the City may require Lessee to comply with Option 2 above.

If the City and Lessee are unable to agree upon any of the above three options, then option 2 shall, by default, apply upon termination of the Lease term.

Personal property left on the Leased Premises shall, at the option of the City, become exclusive property of the City, without liability for payment, if said personal property remains on the Leased Premises thirty (30) days after the termination of the Lease for any reason.

City, at its discretion, may extend the time period for resolution of these options. Lessee shall be deemed to be occupying the Premises as a month-to-month tenant during any such extended period as per Article III of this Lease.

2.7 GROUND LEASES RATES

Lease rates are set annually by the Deer Park City Council. Current rates are available from the Airport Manager.

2.8 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Lessees shall indemnify and hold the City of Deer Park, its elected and appointed officials, agents, and employees, free and harmless from all claims, suits, losses, damages, or injury to persons or property that might occur as a result of the use of the premises.

Lessee shall provide general liability insurance naming The City of Deer Park as an insured party. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Minimum coverage limit may change periodically based upon the City's risk assessment determination. City will notify Lessees of amendments to insurance requirements at Lessee's last known address. Lessee shall provide certificate of insurance annually in accordance with the then current insurance requirement.

For leases involving construction or alteration, contractor shall provide at least:

- 1 Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance policies in an amount not less than currently required limits (consult Airport manager) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount of not less than currently required on account of one occurrence. Contractor's Property Damage Liability Insurance shall be in an amount of not less than currently required. The City of Deer Park shall be named as an additional insured party.
- 2 Property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the Lessee, the Contractor, and Subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

Chapter Three

Minimum Business Standards

The Minimum Business Standards are intended to be the threshold entry requirements for those wishing to use the airport for aeronautical purposes and provide aeronautical services to the public. The City's purpose in imposing standards is to ensure a safe, efficient, and adequate level of operation and services offered to the public. These standards also insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition

3.0 Standards

All businesses wishing to locate at the airport shall be subject to City of Deer Park zoning regulations Chapter 18.66 Public/Quasi-Public Use Zone and Chapter 18.72 Airport Overlay Zone. Development adjacent to the active runways/taxiways must be of an aeronautical nature or complementary to aviation. Non-aviation related businesses shall be located on non-aeronautical areas of the airport property. All prospective providers of aeronautical services at Deer Park Airport shall demonstrate that they have adequate resources, expertise, and business background to realize the business objectives proposed.

Commercial Services at Deer Park Airport can be divided into two categories:

- Limited Service Fixed Base Operator (Flight School, Aircraft Maintenance, Avionics, etc)
- Independent Operator (Aircraft Detailing, Aircraft repair/maintenance, Food Vendor, etc.)

Limited Service Fixed Base Operator shall provide the following

- 1 *A business plan must be submitted to the Airport Manager. (See Business Application next page)*
- 2 Evidence of at least \$1,000,000 liability insurance coverage for each type of operation with the City of Deer Park named as an additional insured shall be provided by each business operator.
- 3 All aeronautical businesses must comply with all local, state, and federal regulations pertinent to said operation, including, but not limited to, current licensure for proposed activity (if required), environmental regulations, equal employment opportunity, Americans with Disabilities Act, Occupational Safety and Health Act, and Washington Department of Labor and Industries safety regulations.
- 4 Minimum Facilities Requirement:
 - On-airport office (may be on leased parcel from airport or sub-leased from other lessee)
 - Telephone
 - Point of contact for the public desiring to utilize proposed services.
 - Permanent restroom facilities
 - Adequate space for safe collection and disposal of trash, waste, or other materials.
- 5 Any business desiring to provide fuel for its own aircraft may do so as long as local, state, and federal regulations are followed and the applicable fuel flow fee is paid to the airport. See airport manager.
- 6 If business applicant proposes to sublease property from a current lessee at the Airport, the lessee and sub lessee shall obtain the written approval of the City of Deer Park for the sublease and the business proposed. The sub lessee shall meet all of the Minimum Business Standards and adhere to all rules and regulations at the airport. The Minimum Standards may be met in

combination between lessee and sub lessee.

Independent Operator shall provide the following:

1. FAA license for work being performed.
2. Evidence of at least \$1,000,000 liability insurance coverage.
3. Washington State Unified Business Identifier (UBI) subject to taxes as required by law
4. Evidence of business registry in the City of Deer Park

Other types of aeronautical business applications will be handled on a case basis by the Airport Board and City Council.

Deer Park Airport Business Application

Prospective business owners are required to submit the following information about their business plans in order for the Airport Board to determine the compatibility of the proposed business with the airport operations.

1. Description of the business and its overall strategy.
2. Provide a resume of the owners and management team. Include previous business experience at other airports
3. Discuss the industry and markets pertaining to your business.
4. How many employees do you anticipate hiring?
5. What type of equipment will you use? What are your utility needs?
6. Estimate the number and types of customers you will serve and how you will serve them.
7. Number and type of aircraft you anticipate will utilize the airport for your business.
8. Periods (days and hours) of proposed operation.
9. Amounts and types of insurance coverage to be maintained.
10. Estimate of financial projections for the first year and the succeeding 4 years.
11. Plans for physical expansion, if business should warrant such expansion
12. Two professional references

Application shall be accompanied by a \$250 application fee (which shall be applied to the first year's rent upon approval), and eight copies of the application materials. The airport Board shall review all applications and make recommendation for approval or denial to the City Council of the City of Deer Park.

Upon approval, business shall provide Washington State Unified Business Identifier number and Deer Park Business Registry.

Chapter Four

Aeronautical Construction Guidelines

The purpose of these guidelines is to assure safe, high-quality, functional, and aesthetically pleasing development at Deer Park Airport. Consistent application of these standards will promote design continuity, resulting in a purposefully coordinated appearance throughout the Airport as undeveloped land is developed and as existing hangars are replaced. While these guidelines attempt to address all aspects of a construction project, applicants are encouraged to make suggestions for improvement to the Airport Board. Final approval of any application will be the purview of the City of Deer Park Building and Planning Department. ***City Building Code and Ordinances may supersede these guidelines***

GENERAL REQUIREMENTS

4.1 Codes

All hangars and other structures shall conform to all zoning, building and fire safety codes as administered by the City of Deer Park and Spokane County Fire District #4.

4.2 Building Locations and Heights

Building locations shall be consistent with the adopted Airport Layout Plan or sub-area plan(s). Buildings shall not be closer to any runway than the building restriction line (BRL) as indicated on the Airport Layout Plan (ALP). No hangar may be of such a height as to penetrate any Federal Aviation Regulation Part 77 (FAR Part 77) surfaces.

4.3 FAA Notification

Applicants shall work with the Airport Manager to ensure that Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction or Alteration" as applicable for all hangars and site features is submitted to the FAA for approval. This process takes at least ninety (90) days. No construction shall commence until Applicant has received FAA's approval. See <http://forms.faa.gov/forms/faa7460-1.pdf>

4.4 Building Orientation

Building footprints shall be presented on site plans. Building on each site shall be oriented to minimize service docks, dumpsters, refuse collection areas, and stockpiles to public view. There shall not be any through-the-fence operations permitted.

4.5 Setbacks

All parking areas and buildings shall be set back from airfield ramps, taxiways, and other areas used by aircraft, in compliance with the Airport Layout Plan or sub-area drawings and all applicable FAA airfield design standards, safety areas, object free areas, protection zones, and FAR Part 77 surfaces.

Typical setbacks for aircraft storage hangars are as follows:

- 1 Frontage on taxilane: 25' from property line (minimum 45' from taxilane centerline).
- 2 Side: 30' from property line unless two-hour rated fire wall construction. Minimum set-back is 5 feet from side property line
- 3 Rear: 10 feet.

Other setbacks and easements may be required depending upon aircraft wingspan, location of utilities and public rights of way. To be determined in consultation with airport manager and building department director.

4.6 Appearance

Exterior colors and textures shall harmonize with other buildings and structures within the area of development. The Airport Board reserves the right to disapprove exterior materials or finishes that it feels will detract from the Airport's overall visual appearance.

Because roofs will be highly visible from aircraft they shall be designed and constructed in a manner that

prohibits glare and/or light reflection. Signs, lettering, designs, or other graphics shall not be placed, painted, or otherwise located on roofs, unless approved by Airport Board and City Department of Building and Planning.

4.7 Approved Construction and Materials

All new construction shall be high quality and utilize materials and finishes which will maintain their appearance with minimal maintenance. All exterior metal surfaces shall have a durable finish applied at the point of manufacture. The minimum gauge of steel used for roofing and siding shall be twenty-six (26) and shall be factory finished and warranted by the manufacturer as to color fastness for a minimum of twenty-five (25) years.

Building materials that produce glare or other effects that are hazardous to aircraft operations shall not be permitted. Windows and large areas are to be composed of non-reflective glass.

4.8 Outside Storage

Applicants shall plan their projects so that all of their requirements to contain equipment and supplies may be met within the footprints of leased property. The area around a hangar is not to be used for long-term storage of vehicles or other items not appurtenant to aviation or the operations of a business.

4.9 Hazardous and/or Flammable Materials

Applicant shall at all times be in compliance with all applicable laws (and shall cause its employees, agents and contractors to be) with respect to the leasehold property or any hazardous substance and shall handle all hazardous substances in compliance with good industry standards and management practices. Applicant shall not engage in or allow the unlawful release of any hazardous substance in, on, under or adjacent to Applicant's leasehold property (including air, surface water and ground water on, in, under or adjacent to the property).

Applicant shall promptly notify the Airport Manager and adjacent property lessees, in writing, if Applicant has or acquires notice or knowledge that any hazardous substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the leasehold property. Applicant shall immediately take such action as is necessary to report to governmental agencies as required by applicable law and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any hazardous substances released, discharged or disposed of as the result of or in any way connected with the conduct of Applicant's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements.

4.10 Temporary Structures

Temporary structures (such as those used in connection with construction projects) shall be permitted for a limited period of time for proposed construction not to exceed 120 days on individual lots as approved by the City. Temporary structures shall be removed within thirty (30) days after certified occupancy of primary hangars. Temporary power poles are permissible while primary hangars are being constructed, but shall be removed prior to the time the Certificate of Occupancy (C.O.) is issued. Power poles shall not be placed within roadway sight lines and may be subject to FAA Airspace Study, prior to installation.

4.11 Security - General

Development shall be designed, constructed, and separated in a manner that minimizes access by the public to airside areas of operation.

4.12 Security - Gates and Fencing

Perimeter fencing and gates are provided by the Airport. Should a development require additional security fencing and gates, plans must be approved by the Airport Manager and the City of Deer Park and funded by the applicant.

4.13 Vehicle Access

Vehicular access to aircraft storage hangars shall be designed so as to minimize crossing of aircraft operating areas(AOA). All development shall designate a vehicle parking area that does not interfere with aircraft operations. Automobile and equipment storage on the AOA is prohibited.

Temporary parking of vehicles shall be permitted on Applicant's leased premises on landside or in public vehicle parking areas, but leased premises is not to be used for permanent storage of vehicles outside of hangar. Vehicle parking shall not interfere with aircraft operations.

Vehicle parking on public aircraft parking ramps is prohibited.

Airside pedestrian and vehicular access to buildings normally open to the public shall avoid crossing aircraft operating areas. All improvements or facilities sited on the landside/AOA interface shall have appropriate access to both the landside and the AOA.

4.14 Driveways

Landscaping and signage shall not obstruct lines of sight for traffic entering and exiting access roads.

4.15 Utilities

All utilities shall be located underground and in designated areas approved by the Airport Manager and Avista (utility company). Lots shall connect to utility and service pedestals or boxes located outside of roadway sight lines. Landscape irrigation shall be designed in such a manner that water is not directly cast or sprayed on pedestals or boxes.

Utility meters and transformers shall be installed where necessary at the expense of the applicant, as required by utility companies. Installed equipment shall be outside the obstacle free areas to allow safe passage of aircraft.

Plans indicating water to be installed for projects will be provided to the City of Deer Park along with site plans. Plans shall conform to the requirements of the City of Deer Park as water provider.

Currently, there is no municipal wastewater system (sewer) available at the airport. Septic tanks shall be subject to regulations of Spokane County Health District. All drain fields shall be contained within applicant's leased premises.

4.16 Refuse Collection Areas

Containers provided by the Applicant must be of appropriate sizes to fully contain and cover all refuse. It is imperative that waste container lids fit tightly to avoid blowing debris on to active aircraft movement areas.

The location of refuse collection areas shall be designated on site plans submitted to and approved by the Airport Board.

The City of Deer Park contracts for waste collection. Contact City Hall for information (509) 276-8802..

4.17 Lighting

Exteriors of hangars may be lighted for security purposes. Wall-mounted fixtures should be oriented down and shielded to prevent reflection of excessive light onto adjacent properties and to avoid negative impact on the vision of pilots.

4.18 Fire Suppression

Depending upon the size and intended use of the hangar, a fire suppression system may be required according to the building code. It is recommended that all hangars be equipped with an appropriately sized fire extinguisher.

4.19 Grading and Drainage

Grading operations shall meet all applicable erosion and sediment control regulations as required by the City of Deer Park. A grading plan for each project shall be submitted to the City of Deer Park for approval.

Paved surfaces shall be graded to a series of area drains or catch basins and if possible, networked into

the Airport drainage system. Roof drainage shall not be allowed to drain or splash onto any paved surface.

Unpaved areas within and adjacent to the runway/taxiway system and other aircraft operating areas shall have grades complying with FAA standards and shall be constructed so as to prevent water, dirt, gravel and other debris from entering or being carried onto a paved surface.

Grates and inlet structures shall be manufacturer-certified as traffic rated.

4.20. Individual Aircraft Storage Hangars

Hangars shall be permanent, fully enclosed structures constructed of attractive, permanent materials capable of providing a minimum useful life of at least twenty-five (25) years. Structural components shall conform to all City of Deer Park building and fire code requirements in effect at the time of construction.

All hangars shall have concrete floors of sufficient design strength to accommodate the type of aircraft to be stored in the building. Floors shall be capable of containing oils, fuel or other chemical spills or drips. If the building is to be used for washing aircraft or other equipment, runoff shall be collected and disposed of in accordance with City of Deer Park applicable local code requirements.

Location

Individual aircraft storage hangars may be situated only in those areas identified for such use on the Airport Layout Plan or sub-area plans.

Minimum Space Requirements

New construction must include a minimum of 1,280 square feet of hangar space (40' x 32'). Hangar development shall be designed to maximize the use of the leased parcel.

Hangar Doors

Minimum door opening shall be 40 feet. Hangar doors shall be of upward-rolling, sliding, bi-fold or hydroswing type. A personnel door shall be provided as required by fire code. Consult with Airport Manager to determine desirable door widths for proposed sites.

4.21 Aircraft T-Hangars

T-hangars shall consist of a multiple number of individual T- and/or L-shaped bays or units, each suitable for the storage of a single aircraft.

Hangars shall be permanent, fully enclosed structures constructed of attractive, permanent materials capable of providing a minimum useful life of at least twenty-five (25) years. Structural components shall conform to all City of Deer Park building code requirements in effect at the time of construction.

All hangars shall have concrete floors of sufficient design strength to accommodate the type aircraft to be stored in the building. If the building is to be used for washing aircraft or other equipment, runoff shall be collected and disposed of in accordance with applicable local code requirements.

Location

T-hangars may be situated only in those areas of the Airport identified for such development on the Airport Layout Plan and/or sub-area plan.

Units must be permanent. No portable-type hangars (e.g. "Port-a-Port") will be permitted.

Minimum Space Requirements

Each unit of T-hangar development must provide a minimum door width opening of 40', a depth of 32', and a rear tail section of 20'.

Hangar Doors

Hangar doors may be of upward-rolling, sliding, bi-fold or hydroswing type. A personnel door shall be

provided as required by fire code. Door widths are limited to a hangar's associated taxilane/taxiway design wingspan standard. Consult with Airport Manager to determine maximum allowable door widths for proposed sites.

4.22. Aprons and Taxilane Pavement

Asphalt pavements shall conform to WSDOT Class-B or FAA P-401 specification, and as may be amended, or equal and shall be installed by a licensed paving contractor. Particular attention is called to the evenness, smoothness and slope of the pavement mat and adherence to compaction standards.

Flexible pavements shall have minimum four inch (4") compacted crushed rock base course laid over a compacted sub base. The wearing course thickness shall be no less than two inches (2") of hot mix asphalt.

All new pavements shall join existing pavements with a sawn transition joint without surface irregularities.

Commercial and General Aviation aprons and taxi-lanes leading into hangar aprons shall be constructed in accordance with FAA AC 150/5300-13A (or current version), "Airport Design."

Apron grades shall be consistent with minimum local drainage requirements, but shall be limited to a maximum grade of 1.0 percent to facilitate the towing and taxiing of aircraft. Apron grades shall be designed to direct drainage away from buildings.

Pavement grade shall facilitate drainage to a stormwater management system where necessary.

Aprons and taxilanes shall be marked and striped to be consistent with standards outlined in FAA advisory circulars.

Paved aprons, taxilanes and taxiways shall be edged with compacted top course or equal rock in order to avoid irregular transitions from the paved areas to adjacent grade.

4.23. Aircraft Washing Facilities

If approved, aircraft wash racks shall conform to Washington State Department of Ecology Standards and Best Management Practices as required and as may be amended. Aircraft washing facilities are located at the north end of the aircraft parking ramp on the concrete deicing pad.

4.24. Signs

All signs are subject to the City of Deer Park Sign Regulations DPMC Chapter 18.78. Signs related to hangars shall create identity and functionally communicate information and directions. All signs shall fit aesthetically into the landscape with a simple, coordinated sign and graphic system.

- 1 A sign plan shall be submitted at the time the site plan is submitted for review and approval by the Airport Board. Location, size, dimension, materials/finishing, and lighting shall be indicated.
- 2 Only signs containing company names and logos, upon approval, shall be permitted on the airfield side of hangars.
- 3 No signs shall be erected off leased premises without approval of airport management
- 4 All hangars shall be marked with street address. See Airport Manager for address.

4.25 Specific Requirements

The City of Deer Park Building Permit Application defines site specific information required. See page 25.

4.26 Construction

The City of Deer Park shall make frequent inspections during construction of any approved building. No changes to, or variations from approved plans and specifications shall be permitted unless approved in writing. Construction of any approved hangar or material component thereof may not commence until the following documents or proofs thereof are provided to the Airport Manager.

- Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance

policies in an amount not less than currently required limits (consult Airport manager) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount of not less than currently required on account of one occurrence. Contractor's Property Damage Liability Insurance shall be in an amount of not less than currently required. The City of Deer Park shall be named as an additional insured party.

- Property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the Lessee, the Contractor, and Subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.
- Temporary buildings must be approved by the Airport Manager as to type, use, design and location on an individual basis for a specified term and the removal of temporary buildings will be done by the Lessee, at his expense, within thirty (30) days of the end of the approved term.

In the event of any failure on the part of any Applicant to comply with City of Deer Park requirements or any failure to complete a construction project according to approved plans and specifications, or within the time specified within the lease document, shall be cause for cancellation of a ground lease with the Lessee of the project and a requirement that the hangar be removed from Airport property. In addition to the foregoing remedies, the City of Deer Park shall retain all other remedies provided by the lease term or provided by law.

Chapter Five

Hangar Covenants

These Hangar Covenants for the Deer Park Municipal Airport are designed to provide guidance in determining appropriate use activities in hangars at the airport.

The primary purpose of any building occupying a leased premises adjacent to the taxiways or runways must be aviation related. All activities and development on Airport property shall be in compliance with federal, state, and local regulations. All operations shall be conducted in a safe and workmanlike manner.

5.1 Expectations:

- 1 An aircraft or aircraft project must be stored in the hangar. Hangar is not to be used exclusively as a storage unit for non-aviation items.
- 2 Hangar and leased premises shall be maintained in good repair. Grass and weeds shall be controlled on lease premises. Premises around hangar are not to be used for long-term parking for vehicles or parking of equipment not then being used for the operation of aircraft or maintenance of Premises.
- 3 Occupant shall not create a hazard to aircraft operations on taxiways, taxilanes, runways, or airspace above the airport. Obstacle free areas adjacent to the taxiways shall remain clear. Snow removed from hangar ramp shall be contained within the footprint of leased parcel and not create an obstacle to aircraft movement on taxilane.
- 4 All refuse shall be removed from the airport. Weekly trash pick-up may be arranged by calling City Hall (509)276-8802 Upon default under this provision, the City shall be entitled to full reimbursement for costs associated with disposal of refuse.
- 5 Used motor oil shall be stored in closed containers and disposed of off-site by occupant

5.2 Prohibited Activities

- 1 Residential use.
- 2 Self-fueling of aircraft in hangar
- 3 Business or commercial activities unless Airport Minimum Business Standards are met (See Chapter 3, Minimum Business Standards). This does not preclude occasional flight instruction or self-service aircraft maintenance as long as the aircraft operator does not attempt to offer services to others as a business enterprise.
- 4 Storage of more than 15 gallons of flammable liquid, explosive materials, radioactive or hazardous material. Fuel in aircraft fuel tanks exempted.
- 5 Direct or sky-reflected glare that may interfere with aircraft operations.
- 6 Extension cords used as permanent wiring inside hangar

5.3 Nuisances

No hangar occupant shall engage in activities that create a nuisance to other users of the airport. A nuisance is described as an activity or use that is annoying, unpleasant, or obnoxious, including, but not limited to objectionable noise, vibration, odors, trash, weeds, or disposal of toxic material into the air or ground.

5.4 Marking and Lighting

The owner of any existing structure or obstacle may be required to install and maintain obstacle markers and/or lights as shall be deemed necessary by the Federal Aviation Administration. Installation shall be at the expense of the lessee.

Chapter Six

Airport Rules and Regulations

The City of Deer Park, as owner of the Deer Park Municipal Airport, adopts these Rules and Regulations for use of the Deer Park Airport to assure safe, orderly, and efficient operation and use of the airport. These rules and regulations apply to all persons who use the airport for any purpose and are subject to revision from time to time by the City. .

The City of Deer Park authorizes the airport manager to administer the current rules and regulations by written or verbal instruction. Differences of opinion regarding the interpretation of these rules and regulations should be brought directly to the airport manager or, in the absence of the Airport Manager, to the mayor of Deer Park.

6.1 General Rules

- 1 Any person visiting or using Deer Park Airport does so at his or her own risk. The City of Deer Park assumes no responsibility for loss or damage to property and/or injury to users of the facilities.
- 2 All aircraft operations at the Deer Park Airport shall be in conformity with Federal Aviation Regulations (FAR).
- 3 The airport manager or an authorized representative of the City of Deer Park may suspend or restrict aircraft operations whenever deemed necessary in the interest of safety.
- 4 Violators of these rules and regulations are subject to dismissal and/or barring from the airport property.
- 5 Sponsors of special events or demonstrations must request permission from the airport manager prior to the event. Proof of event liability insurance is required.
- 6 In the event of an aircraft accident or incident, the owner/operator of the aircraft is responsible to follow guidelines as published in the Federal Aviation Regulations (FAR).
- 7 Any person who damages or destroys airport property, either by accident or otherwise, shall be liable for reasonable repair or replacement costs.
- 8 A parent or other responsible adult shall accompany children under twelve (12) years of age while on parking ramp or near aircraft.

6.2 Aircraft Ground Operations

1. Aircraft shall be parked in designated parking areas.
2. Monthly tie-down fees apply. A Tie-Down Lease Agreement must be completed.
3. No aircraft shall be left unattended within the runway safety area (75 feet from centerline).
4. Run-up of aircraft engine shall be conducted so as to avoid damage to other aircraft or property nearby, preferably at designated run-up areas at either end of taxiway A.
5. The airport assumes no responsibility for aircraft parked at Deer Park Airport. Aircraft owner shall be responsible for any damage from failure to adequately secure aircraft. It is the responsibility of the aircraft owner/operator to contain any oil or fuel leakage from his/her parked aircraft. Clean up and/or repairs of damage resulting from failure to observe proper containment of such leaks shall be made at the expense of the aircraft owner/operator(s) in accordance with federal, state, and local regulations.
6. Aircraft may be moved and secured at the airport manager's discretion.
7. Abandoned aircraft shall be subject to RCW 14.08.122

6.3 Aircraft Fueling Operations

The Deer Park Airport is the sole provider of aviation fuel at the airport. This does not preclude an aircraft owner from providing fuel for his/her own aircraft as long as all local, state, and federal regulations are followed and the fuel flow fee is paid to the airport upon receipt of fuel.

- 1 The fuel system is self-service via credit card.

- 2 Each aircraft must be electrically grounded during the fueling operation.
- 3 There is an emergency shut-off button located at the fuel island, at the east end of the fuel tanks, and on the south side of the electrical vault building

6.4 Traffic Pattern and Noise Abatement Procedures

- 1 Upon departure from runway 22, turn to 180 degrees as soon as safety allows.
- 2 Avoid overflying the City of Deer Park, if possible.
- 3 Standard Pattern Procedures
 - Left-hand traffic is standard at Deer Park Airport.
 - Preferred pattern entry is 45 degrees to the downwind
 - 1000 ' AGL traffic pattern altitude

6.5 Ground Vehicle Operations

- 1 The Airport Manager reserves the right to forbid ground vehicle operations deemed to be unsafe or reckless.
- 2 All motor vehicles operated on the airport are required to be licensed and insured.
- 3 Vehicle operators shall be licensed.
- 4 Aircraft have right of way on all airport surfaces.
- 5 No unauthorized vehicle shall drive on or across a runway.
- 6 Authorized vehicles shall minimize operations on taxiways.
- 7 Vehicles shall not be driven directly at aircraft.
- 8 Vehicles shall not be left parked on the ramp or taxiway unattended.
- 9 Vehicles shall not exceed 25 mph on taxiways.
- 10 Airport manager may request evidence of vehicular liability insurance.
- 11 Abandoned or improperly parked vehicles will be reported to the Spokane County Sheriff Department. Any towing and/or storage fees shall be the responsibility of the registered owner.

6.6 Camping

Only in designated areas at the discretion and permission of the airport manager.

6.7 Airport Rates and Charges

The City Council of Deer Park sets the airport rates and charges for tie-downs, leases, fuel flow fees, landing fees, airport use fees. Fee schedules are available from the airport manager or at City Hall.

DEFINITIONS

As used in the City of Deer Park Aeronautical Development Policy, the following words and phrases shall have the following meaning:

Accessory building

A building which is incidental and subordinate to a principal building

Aircraft

Any contrivance designed, invented or used for powered or non powered flight in the air.

Aircraft operations area (AOA)

Any area of the Airport used or intended to be used for landing, take off or the surface maneuvering of aircraft

Airport Board

The Deer Park Airport Board, Advisory body of Deer Park Municipal Airport.

Airside

Areas within the aircraft operations area (AOA)

Apron or ramp

Those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of aircraft

Building

Any hangar built for the support, shelter or enclosure of persons, aircraft or property, including portable structures

Building height

The vertical distances from grade (average ground level) to the highest point of a hangar

Building setback lines

Imaginary lines specifying the closest points on lots from lot boundaries that buildings may be located

City

City of Deer Park

Completion Date

Date of issuance of occupancy permit

Facilities

Other building, structure or other appurtenance that supports the operation of an aeronautical activity at the Airport

Grantor

The City of Deer Park

Hangar

A structure that supports the operation of an aeronautical activity at the Airport

Hazardous substance

Any substance, chemical or waste that is now or shall hereafter be listed, defined or regulated as hazardous, toxic or dangerous under any applicable laws. The term "applicable law" shall mean any federal, state, or local laws, ordinances, rules, regulations and requirements now or hereafter enacted (including consent decrees and administrative orders) relating to the generation, use, manufacture, treatment, transportation, storage, disposal, or release of any hazardous substance.

Illegal Activities

Any activity prohibited by law

Landside

Areas outside of the aircraft operations area (AOA)

Leased Premises

A portion of Airport property, including parcels of land, Airport-owned buildings or both, as set forth in lease agreements.

Maintenance

The inspection, overhaul, repair, preservation, and replacement of parts of an aircraft, excluding preventive maintenance

Motor vehicle

A self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point except aircraft or devices moved exclusively upon stationary rails or tracks

Movement area

The runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, take off, or landing of aircraft, exclusive of loading ramps and aircraft parking areas

Parcel

A defined piece of Airport property as set forth by description in a lease agreement

Parking space

Space within a building or parking area exclusive of ramps, drives, barriers, or work areas for the parking of motor vehicles and that contain a minimum of 200 square feet

Person

Any individual, firm, partnership, corporation, company, association, joint stock association or body politic, including any trustee, receiver, committee, assignee or other representative or employee

Policy

A general principle or plan, approved by the Airport Board, by which the Airport is guided in its management of public affairs

Premises

A portion of Airport property, including parcels of land, Airport-owned building or both, as set forth in lease agreements

Ramp See Apron

Sign/Mural Any device or contrivance (illuminated or non-illuminated) erected or used for identification, information, advertising, aircraft control or vehicular control

Shall

Means "must"

Site

A lot or parcel of land set aside by the Airport for buildings or other designated uses

Streets

Areas within rights-of-way that are dedicated for vehicular access to building sites or lots

Support Uses

Uses that are subordinate and provide a service to or function as a part of permitted uses

Taxilane

A paved pathway used by aircraft to transition between taxiways and aircraft parking and/or storage positions

Taxiway

A defined path established for the taxiing of aircraft from one part of the Airport to another

Through-the-fence operation

Those activities permitted by the City sponsor through an agreement that permits access to the public landing area by independent entities or operations offering aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property.

Shall not

Means "must not"

**Deer Park Airport
Application to Lease Ground
Non- commercial Aircraft Storage Hangar**

Date: _____

Name _____ Phone _____

Address _____

City _____ State _____ ZIP _____

Email _____

Site Requested: _____

Existing Building (s) on Site: _____

Proposed Use of Property

References

1. Name _____ Relationship to Applicant _____

Address _____ City _____ State _____ ZIP _____

Phone _____

2. Name _____ Relationship to Applicant _____

Address _____ City _____ State _____ ZIP _____

Phone _____

Signature of applicant _____ Date _____

A fee of \$250 is required upon submission of application. Upon signature of lease agreement, fee will be applied to rent owed.

If lease is not approved, fee will be refunded.

Submit application with check made payable to "Deer Park Airport" to:

Airport Manager
Deer Park Airport
PO Box F
Deer Park, WA 99006

(509) 276-3379 deerparkairport@gmail.com

**Deer Park Airport
Application to Lease Ground
Commercial Aviation Business**

Date: _____

Name _____ Phone _____

Address _____

City _____ State _____ ZIP _____

Email _____

Site Requested _____ (attach airport lease diagram)

Existing Building (s) on Site _____

Proposed Use of Property

Please attach the following information:

- Description of the business and its overall strategy.
- Provide a resume of the owners and management team. Include previous business experience at other airports
- Discuss the industry and markets pertaining to your business.
- How many employees do you anticipate hiring?
- What type of equipment will you use? What are your utility needs? (water, sewer, electricity, gas)
- Estimate the number and type of customer you will serve and how you will serve them.
- Number and type of aircraft you anticipate will utilize the airport for your business.
- Periods (days and hours) of proposed operation.
- Amounts and types of insurance coverage proposed to be maintained.
- Estimate of financial projections for the first year and the succeeding 4 years.
- Plans for physical expansion, if business should warrant such expansion
- Two professional references

References

1. Name _____ Relationship to Applicant _____
Address _____ City _____ State _____ ZIP _____
Phone _____

2. Name _____ Relationship to Applicant _____
Address _____ City _____ State _____ ZIP _____
Phone _____

Signature of applicant _____ Date _____

- **A fee of \$250 is required upon submission of application. Upon signature of lease agreement, fee will be applied to rent owed.**
- If lease is not approved, fee will be refunded.

Submit application, check made payable to City of Deer Park, and information packet to:

Airport Manager
Deer Park Airport
PO Box F
Deer Park, WA 99006

(509) 276-3379
deerparkairport@gmail.com

Hangar Construction Check List

- Meet with Airport Manager to discuss options
(Penni Loomis (509)276-3379)
- Decide upon type/size construction
- Prepare detailed description of planned construction for Airport Board review. Plans must include the following:
 - 1 The size, location, dimensions and floor plan of the hangar and/or other buildings to be constructed
 - 2 Building elevation plans, including any overhangs showing peak heights of all hangars including flag poles, antennas, signs and eave heights
 - 3 The size and dimension of the adjacent ramp area and vehicle parking
 - 4 Location and setback of the hangar and other buildings from ramps, adjacent taxiways, roads, lease lines and/or Airport boundaries
 - 5 Ramp, hangar and vehicle parking access
 - 6 Total areas (square footage) of ramp, hangar or other buildings, including vehicle parking
- Complete FAA Form 7460-1 Notice of Proposed Construction at Airport (if not already done by airport manger)
- Complete lease application. Submit application fee.
- Present plans to Airport Board. Meets second Tuesday each month.
- If approved by Airport Board, lease must then be approved by Council. Meets 1st and 3rd Wed. each month
- Sign lease
- Complete Building Permit Application
- Discuss building plans with City Building Official
(Roger Krieger (509)276-8802)
- Comply with Building Plan requirements as defined by Building official.
- Building permit request must be approved by planning commission. Meets 2nd and 4th Mondays each month
- Obtain Building permit
- Get site utility location
- Obtain temporary gate code for construction workers
- Provide evidence of insurance before commencing construction

Compliance with International Building Code and Fire Code may require installation of fire hydrant (s), fire suppression systems, and additional special inspections by qualified inspectors.

Start the process early.

**NON- COMMERCIAL
AIRCRAFT STORAGE HANGAR
PROJECT INTAKE CHECKLIST
New Construction, Addition, Change of Use**

Office Use Only
File # _____
Project _____
Contact _____
Date _____

This intake Checklist is provided for customer guidance in preparing a completed building application and plan set. An applicant must submit all of these requirements at the time of intake; failure to do so could result in an application not being accepted. What follows is a list of specific requirements for intake. Please review these requirements so that your submitted plan sets contain all of these elements.

PROJECT TITLE: _____

Site Plan:

- The footprint of all proposed and/or existing structures
- Existing and proposed grading
- All parking areas and driveways
- All sidewalks, pedestrian walkways, and other pedestrian areas
- The location, height and materials for all fences and walls
- The common and scientific names of all plant materials used, along with their size at time of planting
- Location and dimension of all ramps, driveways and street signs
- Location and setback of the hangar and other buildings from ramps, adjacent taxiways, roads, lease lines and/or Airport boundaries
- Ramp, hangar and vehicle parking access
- Heights of all hangars including flag poles, antennas, signs and eave heights
- Exterior lighting, directions of area illumination and designation of glass and other reflective surfaces

Structure Height:

- Show maximum structure height allowed per zoning and per the International Building Code
- Show proposed structure height

Utility Plan:

- Property lines
- Building and parking lot footprint
- Show location of existing and proposed water and septic tank (Spokane County Health Department approval required prior to submittal)
- Identify location and size of all existing and proposed water service(s) – identify any services that will be abandoned, include depth of services, separation from other utilities and structures, required sleeving areas
- Location and detail of the water meter vault or location within utility room within the structure – include all pipe, service size and vault sizes
- Identify location of all existing and proposed fire hydrants

Stormwater Plan:

- Show existing and proposed contours
- Show location of drainage facilities – drywells, pipes, inlets, ponds, ditches, swales, catchbasins, curb inlets, splash pans
- Provide bottom dimensions of all ponds or swales

Building Requirements:

- Three Complete Sets of Plans, 24"x36", One Additional Set of Plans at 11"x17", One Complete set of Plans in Digital PDF Format
- Completed Non-Residential Application
- Special Inspection Agencies selected or proposed for the project
- Critical Materials List
- Pre-Development Conference Notes (if a meeting was requested and held)

Specify if any unconventional construction materials or methods will be utilized on this project.

CITY OF DEER PARK
DEPARTMENT OF BUILDING & SAFETY
P.O. BOX F
316 E CRAWFORD AVENUE
DEER PARK WA 99006
www.cityofdeerparkwa.com
(509) 276-8801 FAX (509) 276-5764

Office Use Only

Tr # _____

Amount \$ _____

Ck # _____

Date _____

Non-Commercial Aircraft Storage Hangar

PROJECT DESCRIPTION: _____

Parcel Number _____ Lot Area _____ square feet _____

Street Address: _____

Owner: _____ Telephone #: _____

Mailing Address: _____

Email Address: _____

Contractor License Number

Contractor: _____ Telephone #: _____

Mailing Address: _____

Architect: _____ Telephone #: _____

Mailing Address: _____

Engineer: _____ Telephone #: _____

Mailing Address: _____

BUILDING INFORMATION:

Construction Type: _____ Occupancy _____

Group(s) _____

Number of Stories: _____ Building Height: _____ Total Floors: _____

Building Footprint Square Footage: _____

Change of Occupancy? YES NO FROM: _____ TO: _____

Sprinkler System: _____ Fire Alarm System: _____

PLEASE RETURN THIS PAGE WITH YOUR PLANS.

Please submit all building permit plans and data – 10 days prior to Planning Commission meetings which are held the 2nd and 4th Mondays of every month.

Community Services Director: Roger Krieger

