



# REGULAR COMMISSION MEETING

PORT OF KENNEWICK

JULY 12, 2011 MINUTES

## CALL TO ORDER

Commission President Skip Novakovich called the Commission meeting to order at 2:00 p.m. in the Port of Kennewick Commission Chambers located at 350 Clover Island Drive, Suite 200, Kennewick, Washington 99336.

### The following were present:

**Board Members:** Skip Novakovich, President  
David Hanson, Vice-President  
Gene Wagner, Secretary

**Staff Members:** Tim Arntzen, Executive Director  
Tana Bader Inglima, Director of Governmental Relations & Marketing  
Larry Peterson, Director of Planning & Development  
Tammy Fine, Director of Finance/Auditor  
Teresa Hancock, Real Estate Analyst & Project Specialist  
Bridgette Scott, Secretary/Special Projects  
Lucinda J. Luke, Port Attorney

## PLEDGE OF ALLEGIANCE

Richland Councilman Phil Lemley led the Pledge of Allegiance.

## PUBLIC COMMENTS

Mr. Novakovich requested anyone wishing to address the Commission speak from the podium and state their name and address for the record.

No public comments were made.

## CONSENT AGENDA

The consent agenda consisted of the following:

- A. ***Approval of Direct Deposits and Warrant Registers Dated June 30, 2011***  
Direct Deposit totaling \$25,816.07 and Expense Fund Voucher Numbers 32063 through 32066 totaling \$8,884.72; for a grand total of \$34,700.79.
- B. ***Approval of Warrant Register Dated July 6, 2011***  
Construction Fund Voucher Number 3187 in the amount of \$15,000.00.
- C. ***Approval of Warrant Registers Dated July 13, 2011***  
Expense Fund Voucher Numbers 32067 through 32106 totaling \$44,389.48. Construction Fund Voucher Numbers 3188 through 3191 totaling \$3,329.56.

**MOTION:** *Commissioner Wagner moved approval of the consent agenda items; Commissioner Hanson seconded. With no further discussion motion carried unanimously. All in favor 3:0.*



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## NEW BUSINESS

### A. Vista Field Airport Rules and Regulations; Resolution 2011-25

Mr. Arntzen stated staff and a citizen's advisory group consisting of two Vista Field users, assisted with preparing draft rules for the Vista Field airport. The rules have had substantial public input. The rules, as presented, are in a form that staff recommends for adoption by the Port Commission. The rules will help guide the future of the airport and is in the best interest of the public. Mr. Arntzen presented the final draft for finalization for approval.

Commissioner Hanson does not see the purpose or advantage of the sentence, "This goal will minimize the taxpayer subsidy to the airport, much of which has been and will continue to be borne by the non-aviation port district taxpayer," as the Port subsidizes many properties. He asked why attention should be drawn to the statement. Mr. Arntzen thought it was an overarching component of the management of the airport. It had been incorporated in a similar statement in the Master Plan and he assumed it would be consistent with the policy to include it in the Rules and Regulations. Mr. Novakovich does not see a reason not to include the statement. He feels when the decision to keep the airport open was made, a goal made to minimize the expense. Informing the public at every opportunity is to the Port's benefit. Mr. Wagner agrees it was the goal and direction given to minimize the expenses at the airport.

Mr. Novakovich thanked the committee and staff for creating the document and asked if the document can be revised at any time. Mr. Arntzen confirmed the document can be revised. Mr. Novakovich stated there are minor changes and clarifications that should be addressed.

Mr. Arntzen stated this document is similar to the Port's Policy & Procedures manual, in that at least once a year, opportunities are given to clean up the document when three or four changes are found. The revised document is presented to the Commission for approval. The Commission is in consensus that the Rules and Regulations document is acceptable; and will be reviewed for revisions. Mr. Arntzen feels this document is a true compromise for everyone.

Mr. Novakovich inquired who establishes the schedule of charges in the document. Mr. Arntzen stated the draft document was borrowed from the Port of Shelton. Some of the fee schedules attached to the document are one of the areas that present some concern. If the FBO Agreement produces a FBO, that document would have its own fee structures initiated by the FBO. The Rules and Regulations may have some duplication and were written to be secondary to any fees established by the FBO.

Mr. Arntzen stated comments were received on the Fueling Provisions section, which is written to anticipate aircraft would fuel using the Port fuel station. The Port fuel station complies with all local, state and federal regulations. Because the Port spent substantial money installing the fuel station, this document anticipates if there is fueling on the airport, that this is where it takes place. However, a safety valve has been built into the





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document, allowing mobile fueling, but only under limited circumstances; for example: a type of fuel the Port does not supply. The mobile fueler will have to account for all fuel sold and pay the surcharge. The mobile fueler will also have to comply with all of the laws in place, for example, liability insurance, pollution insurance, etc. Mr. Arntzen does not feel it would be prudent to allow unauthorized fuelers at the airport due to the fire hazard, pollution liability concerns, etc.

Mr. Novakovich is concerned if the Port allows someone to provide mobile fuel at the airport, that it may be a gifting of public funds for their private venture. Mr. Arntzen feels this is a viable concern and that the liability issue may be a higher issue of concern. It would be prudent in any agreement to get remuneration for the Port to avoid the suggestion of gifting public funds. The Washington Constitution states Ports may not gift public funds.

***MOTION:*** Commissioner Wagner moved approval of Resolution 2011-25, authorizing adoption of the 2011 Vista Field Airport Rules and Regulations and further authorizes the Port's Executive Director to take all action necessary to implement the rules; Commissioner Hanson seconded. With no further discussion motion carried unanimously. All in favor 3:0.

***Clerk's Note:*** Resolution 2011-25 is changed to 2011-26 due to a clerical error.

## REPORTS COMMENTS AND DISCUSSION ITEMS

### A. Vista Field

#### 1. Fixed Based Operator (FBO) Request for Proposals (RFP)

Mr. Arntzen made a few clerical changes to the document approved last meeting and advertised the RFP. Port staff is working with John Dobson; the former President of the State's Pilot Association, to make sure the RFP is appropriately advertised. Ms. Bader Inglima posted the FBO RFP on the Port's website last week. It will also be advertised in the Tri-City Herald on Wednesday and Sunday through July 31, 2011; in Wings, Washington Pilots Association newsletter, American Association of Airport Executives, AviationToday.com, and Controller.com. A media release and information was submitted to the Civil Air Patrol, Aircraft Owners & Pilots Association, Northwest Chapter of the American Association of Airport Executives, and directly emailed more than 100 FBO's operating within Washington, Oregon and Idaho. It was also submitted to all the regional media, including Walla Walla, Connell, Othello, Moses Lake, Prosser, Yakima, Spokane, Granger, Sunnyside, Pullman and Wenatchee.

Mr. Hanson stated \$200,000 is budgeted for infrastructure for T-hangars. He is wondering if it would be appropriate to meet with some of the local people interested and then solicit the available pad sites. Mr. Arntzen feels this is a good idea and commented one private developer has contacted the Port to build T-hangars. If and when sites are available, and if and when the location is known pursuant to the Master Plan, that all comers will be treated equally. We are finding out that we are trying to gather all of the policies approved by Commission to determine what the deal would look like. We are hoping through some of the negotiation process, that some of the bugs





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will be worked out. Mr. Hanson prefers using a local developer, and if there is no interest, to expand the search. Mr. Arntzen believes the policy put together for the current deal can be used to advertise in the future.

## B. *Staff Retreat*

Mr. Arntzen reported the staff retreat was a success. It was held in Spokane with all staff members and the Port President. Mr. Arntzen received positive feedback from staff that it was beneficial. Eric Johnson, Executive Director from the Washington Public Ports Association, and Robin Pollard from the Washington Wine Commission gave presentations at the retreat. Staff viewed many attractions and ideas for revitalizing downtown and Clover Island. Mr. Larry Peterson gave a narrated tour of Riverfront Park and described the area before and after the renovation for the 1974 World Fair. The spinoff from the renovation is the hotels and businesses that were built. The project went from a homerun to a grand slam. Mr. Peterson illustrated how land use can change over the years. Mr. Peterson feels there are many comparisons and comparables between Columbia Drive and Riverfront Park. He stated Spokane and Tacoma had to get bad enough that the public decided the area can be better used. He is hopeful that Columbia Drive will not be allowed to degenerate so badly.

Mr. Novakovich stated the staff retreat was excellent. He learned about port operations and how the staff feels about their roles at the Port. Mr. Peterson's tour and narration was fantastic. Mr. Novakovich hopes we can learn from history and past lessons and create an asset out of Columbia Drive.

## C. *Commissioner Meetings (formal and informal meetings with groups or individuals)*

Mr. Wagner attended the Legislative Reception at the Moore Mansion.

Mr. Hanson attended the Legislative Reception at the Moore Mansion; spoke to Carl Cadwell regarding the airport rules; spoke to Don Clayhold and Dennis Mahoney.

Mr. Novakovich attended the staff retreat and attended a thank you reception for participating in the West Richland Chamber's Hogs and Dogs event.

## D. *Non-Scheduled Items*

1. Ms. Scott reported the next Regular Business meeting on July 26, 2011 will be held at The Arc of Tri-Cities in the Spaulding Business Park at 2:00 p.m.
2. Ms. Bader Inglima stated due to the improvements to the island, the Port is seeing interest in utilizing the public spaces for events. A request from the Kiwanis Club of Horse Heaven Hills was received for a lawyers and artists costume ball to be held the end of October. Ms. Bader Inglima will report the details as the event progresses.
3. Mr. Arntzen stated a draft memo to Marie Mosley was included in the Commissioner's packets for review. If acceptable, Mr. Arntzen would like to send the memo regarding the possibility of joint development opportunities on Columbia Drive properties. The Commission gave consensus for the memo to be sent.
4. The Port received the Vista Field Master Plan grant of \$35,550 from the WSDOT Aviation Department. Most of the Master plan was paid for by the State, with a small percentage of a local match. The final information for the pavement grant was submitted during the staff





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- retreat.
5. Hangar Development. Mr. Peterson stated a private development group approached the Port regarding the construction of hangars at Vista Field. The Port answered their questions and is willing to meet with them at their convenience. It has been three weeks since Mr. Peterson has heard from them, which could be contributed to the holiday weekend.
  6. Airport Courtesy Car. Ms. Fine contacted the State Auditor's Office and it could be a potential issue. Mr. Arntzen hopes to have additional information within two weeks. Mr. Arntzen will meet with Mr. Gerry with the results.

Mr. Wagner recalled Ian Smellie suggested a carousel hangar. He suggested Mr. Peterson may want to bring the idea to the hangar developer's attention.

## PUBLIC COMMENTS

No public comments were made.

Mr. Novakovich anticipates the Executive Session to last approximately 25 minutes, with no action expected. Mr. Novakovich asked the public to notify staff if they will return after the Executive Session. The public will not return.

Mr. Novakovich recessed the meeting at 2:48 p.m. for approximately 5 minutes.

Mr. Novakovich reconvened the meeting into Executive Session at 2:53 p.m.

## EXECUTIVE SESSION

Real Estate, per RCW 42.30.110(1)(i)

Executive Session adjourned at 3:17 p.m. with no action taken. The regular meeting reconvened at 3:17 p.m.

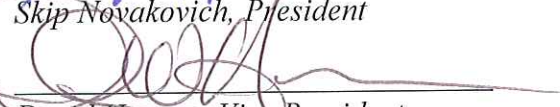
## ADJOURNMENT


With no further business to bring before the Board; the meeting was adjourned at 3:17 p.m.

**APPROVED:**

**PORT of KENNEWICK  
BOARD of COMMISSIONERS**

  
Skip Novakovich, President

  
David Hanson, Vice President

  
Gene Wagner, Secretary

## PORT OF KENNEWICK

Resolution No. 2011-~~24~~6

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK ADOPTING THE 2011 VISTA FIELD AIRPORT RULES AND REGULATIONS

**WHEREAS**, Port staff, working with a diverse citizen's advisory group and with the benefit of public input, has prepared rules for the efficient operation of the Vista Field Airport; and

**WHEREAS**, the rules, as presented, are in a form that staff recommends for adoption by the Port Commission; and

**WHEREAS**, the Port Commission finds that adoption of the rules will foster efficient operation and support the revitalization of the airport by the Port and the private sector; and

**WHEREAS**, the Port Commission finds that adoption of the rules is in the best interest of the public.

**NOW, THEREFORE; BE IT HEREBY RESOLVED** that the Board of Commissioners of the Port of Kennewick approves Resolution 2011-25, adopting the 2011 Vista Field Airport Rules and Regulations.

**BE IT FURTHER RESOLVED** that the Board of Commissioners of the Port of Kennewick authorizes the Port's Executive Director to take all action necessary to implement the rules.

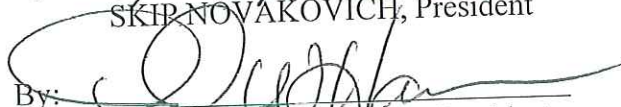
**ADOPTED** by the Board of Commissioners of the Port of Kennewick on the 12th day of July 2011.

PORT OF KENNEWICK  
BOARD OF COMMISSIONERS

By:

  
SKIP NOVAKOVICH, President

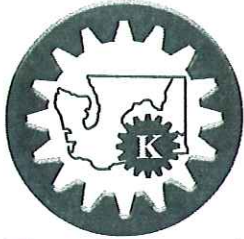
By:

  
DAVID HANSON, Vice President

By:

  
GENE WAGNER, Secretary





*Port of Kennewick*

## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

### **PURPOSE:**

In order to assure the orderly operations, maintenance and control of the Port of Kennewick Vista Field Airport, including buildings, grounds and utilities, the following Rules and Regulations have been prepared, approved and are in effect until modified or replaced by act of the Board of Commissioners of the Port of Kennewick.

These regulations shall define and set forth the scope and area of responsibility pertaining to the safe and efficient operation of the Vista Field Airport (Airport). **The Airport shall be as financially self-sustaining as possible; the FBO shall maximize the income potential of the airport to assist in this regard and to make the airport as viable as possible in the short and long term. This goal will minimize the taxpayer subsidy to the airport, much of which has been and will continue to be borne by the non-aviation port district taxpayer.**

### **SCOPE:**

The material included herein covers general policy, safety, aviation-activities and lease policy. These rules apply to every tenant and user of the airport in accordance with the authority and responsibility of the Port District as provided by Chapter 14 of the Revised Code of Washington State. In the event of conflict between these rules and the specific terms of a lease or other agreement at the airport, the terms of these rules will prevail.

## **CHAPTER 1** **GENERAL PROVISIONS**

### **SECTION A - GENERAL**

1. These Rules and Regulations shall supersede all previous Rules and Regulations of the Port of Kennewick Airport facility.
2. The Port reserves the right to make any additions, deletions or corrections to these Rules and Regulations which may be considered necessary for the safety, efficiency, financial viability, growth and utility of the Airport.
3. In any instance in which these Rules may be or become inconsistent with Federal Air regulations, or any other governmental agency, then these rules shall be void as to the conflict. No part of these Rules shall be construed as a license or authorization to deviate from Federal Air Regulations.
4. The Rules are promulgated under the power granted by Washington State Municipal Airports Act of 1941, R.C.W. 14.07 and R.C.W. 14.08, which specifically grants the power to the authority to "provide Rules and Regulations Governing the Use of Such Airport and Facilities" and under general authority set forth in RCW Chapter 53.
5. Any non-policy action necessary for the implementation of these rules by the Port Commission is hereby delegated to the Port Executive Director.



*Port of Kennewick*

## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

### SECTION B - DEFINITIONS AS USED IN THESE RULES AND REGULATIONS, UNLESS THE TEXT OTHERWISE REQUIRES

**AERONAUTICAL ACTIVITY** - Any activity whether conducted on or off the Airport which involves, makes possible, or is required for the operation of aircraft or which contributes to, or is required for, the safety of such operations and shall include, but not by way of limitation, activities such as air taxi and aircraft charter operations, pilot training, aircraft rental and sightseeing, aerial photography, skydiving, flying clubs, aerial advertising and surveying, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, sale or maintenance of aircraft accessories, radio, communication and navigation equipment and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

**AIRPORT** - An area of land or water which is used, or intended for use, for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended of use, for airport buildings or other airport facilities or right-of-way, together with all airport buildings and facilities located thereon; and includes any heliport; and means all areas, real property, buildings, facilities and improvements within the exterior boundaries of such airport owned and/or operated by the Port of Kennewick within the exterior boundaries as it now exists or as it hereafter may be extended.

**AIRPORT MANAGER**- means the official appointed by the Commission to exercise executive, administrative and ministerial power over the daily operations of the Airport. He shall have the authority to take such actions as may be necessary for handling, policing, protecting and safeguarding of the public while present at the Airport and to regulate vehicular traffic on the Airport. The Airport Manager may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety, prior to the review of such action by the Commission. (Emergency Call List, pg. 14).

**AIRPORT STAFF** - means the Fixed Base Operator and Port staff which includes but is not limited to the airport manager, leasing and real estate division and executive director.

**BASED AIRCRAFT** – means any aircraft habitually parked or stored on the airport, whether in a hangar or without. This also includes any aircraft or similar vehicle transported on the airport; assembled and flown from airport.

**COMMISSION** - Port of Kennewick by virtue of Deed dated June 4, 1957 between the United States Government and the Port of Kennewick is the owner of Vista Field Airport and shall hereinafter be reaffirmed to as Owner, Airport Authority, Lessor or Commission.

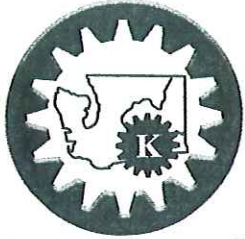
**COMMON USE AREAS** - means those public areas of the Airport intended for use by the general public such as, but not necessarily limited to streets, walkways, and parking areas.

**FAA** - means the Federal Aviation Administration.

**FAR**- means Federal Aeronautical Regulations or any associated Federal Statute pertaining to aircraft operation.

**FIXED BASE OPERATOR (FBO)** - means any individual or business authorized to provide aeronautical services by the Port Commission.





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

**LANDING AREA** - Any locality, either of land or water, on the airport which is used or intended to be used, for the landing and take-off of aircraft, whether or not facilities are provided for the shelter, servicing or repair of aircraft, or for receiving or discharging passengers or cargo. Ref. Appendix 5 of FAA Order 5190.6A.

**LESSEE** - A person holding a valid rental agreement, issued by the Port is a Lessee or Tenant.

**MASTER PLAN** - means the currently approved Master Plan, including updates, along with a scaled dimensional layout of the entire airport properties, indicating current and proposed usage for each identifiable segment as approved by the Commission and amended from time to time.

**MINIMUM STANDARDS** - The qualifications established herein, as amended from time to time by the Commission setting forth the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

**PERSON** - means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

**PORT** - means the Port of Kennewick, Washington.

**RESTRICTED USE AREA** - means any portion of the Airport not intended for use by the general public or posted by the Port, such as areas leased by the Port to persons.

**SPECIFIC USE AREA** - means those areas open to a segment of the general public to be used in common for a particular purpose such as the taxiway, runway, tie down area or parachute or skydiving drop zone.

### **SECTION C - GENERAL OPERATIONS**

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

**AIRPORT SECURITY / ACCESS** - One access card will be provided per Lessee. Access cards shall be properly monitored by the airport user. Access by hangar tenants, vendors, suppliers and airport related business will be authorized by Airport Manager or Fixed Base Operator, as deemed appropriate. Abuse or negligence with use of access card will cause termination of the use of the airport and any agreement thereof. One additional card may be issued at an additional cost to the Lessee or user as defined in the fee schedule attached.

**RISK AND RESPONSIBILITY** - All persons shall use the Airport at their own risk. The Port assumes no responsibility for injury or damage to persons or property stored on or using the Airport or their facilities.

**OBLIGATION OF USER** - The use of the Airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to abide by and obey any and all of the regulations herein provided and all governing laws as amended or established.



*Port of Kennewick*

## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

**COGNIZANCE OF THESE RULES AND REGULATIONS** - All persons licensed to do business on or conducting operations of any kind on the Airport shall keep a current copy of these Rules and Regulations in its office or place of business and make it visually available to all persons. Further, it shall be the responsibility of each tenant to fully acquaint its clients and/or employees with these Rules and Regulations. Failure to abide by these Rules and Regulations will be grounds for default of lease or license agreement and possible expulsion from and denial of further use of the Airport and/or their facilities.

**GATE CONTROL** – All entry points shall controlled at all times. Under circumstances where an entry point gate is non-operation, said gate shall be closed, locked and repaired within 48 hours. Airport staff reserves the right to lock any access point at any time. Excepting authorized deliveries or guests, every vehicle entering the Airport must have an authorized access card or key to enter or be escorted by approved personnel.

**PUBLIC USAGE** - The Airport shall be open for public use at all times, subject to regulations or restriction due to weather, conditions of the landing area, the presentation of special events and like causes as may be determined by the Airport Manager or Commission, and revocation of the right to use for violation of these Rules and Regulations as herein provided.

**RESPONSIBLE USE** - The Airport Manager may, at any time, take such actions as may be deemed necessary in order to safeguard the public, or property on the Airport. Any person causing damage of any kind to the Airport, or any fixtures thereof, shall be liable for such damage, together with all incidental or consequential damages.

**SPECIAL EVENTS** - Special events such as air shows, air races, fly-ins, and all events requiring the general use of the Airport shall be held only upon the prior approval of the Airport Manager and on such dates, in such areas and upon such terms and conditions as shall be specified by the Port.

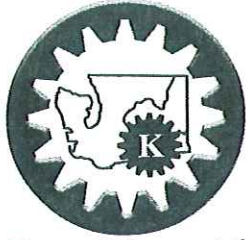
### **SECTION D - USE OF FACILITIES**

**PERMIT FOR USE OF FACILITIES** - No person shall use the Airport as a base or terminal for commercial aviation activities or conduct any public business, commercial activity or concession upon the airport or upon any land acquired by the Port for use in connection with the Airport, or upon or in any of the buildings, structures, land, parking places, walkways, roadways, easement, or other facilities used or operated in connection with said Airport, without first obtaining the written permission of the Port of Kennewick. Public business or commercial activity or concession includes but is not limited to any soliciting of data or statistical information, any advertisement or promotion of goods or services, any offer to sell, rent or lease goods or service or an offer to buy, rent or lease goods or services to the public, whether by profit, non-profit or charitable organization.

**SOLICITING** - No person shall solicit funds or distribute information for any purposes on the Airport without the permission of the Airport Manager.

**ADVERTISEMENTS** - No person shall post, distribute, or display signs, campaign signs, advertisements, circulars, printed or written matter, at the Airport including within Lessees' boundaries and building exterior. Any signs erected on the Airport must conform to municipal ordinances and Port resolutions. No signs shall be erected unless prior written approval is obtained from the Airport Manager.





*Port of Kennewick*

## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

**NO FIREARMS OR HUNTING** - No person shall hunt for game nor carry firearms, slingshots, bows and arrows, explosives or incendiary materials, or discharge same on Airport property except authorized law enforcement officers and members of the armed forces of the United States or others, on official duty.

**POSSESSION EXCEPTION** - Persons transporting hunting weapons, or maintaining weapons in aircraft survival kits, those persons lawfully permitted to carry firearms or those persons with Port approval in writing.

**DELINQUENT PAYMENTS** - Any persons delinquent in payment for the use of Airport facilities may be removed from the Airport facilities and denied further usage until such delinquency is corrected.

**PETS ON LEASH** - All pets are required to be on a leash. Any domestic animal found to be roaming free on Airport property will be subject to impounding by the County.

**INTOXICATION** - No persons under the influence of liquor or drugs shall operate a motor vehicle or aircraft of any kind on the Airport.

**GAMBLING** - No person shall conduct gambling in any form, or operate gambling devices anywhere on the Airport.

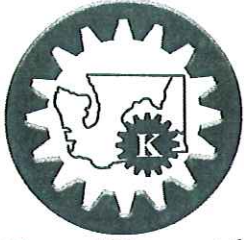
**EXPLOSIVES** - The loading, unloading and transporting of explosives, incendiary, hazardous or dangerous materials will be accomplished in designated areas and routes prescribed by the Airport Manager.

**UNLAWFUL ENTRY** - Persons entering into or upon Airport runway, taxiways, buildings or land adjacent to these facilities within the Airport perimeter fence without authorization will be subject to arrest as provided by RCW 9A.52.070 (buildings) and RCW 9A.52.080 (land).

**PRESERVATION OF PROPERTY** - No person shall:

- a. Dispose of garbage, refuse or other waste material on the Airport except in the manner prescribed and in the receptacles provided for that purpose.
- b. Burn trash or refuse on the Airport at any time without prior approval of the Airport Manager.
- c. Destroy, injure, deface or disturb in any way any buildings, signs, equipment, markers or other structures, flowers, lawn or other public property on the Airport.
- d. Trespass on lawns and seeded areas of the Airport.
- e. Abandon any personal property on the Airport.
- f. Interfere or tamper with an aircraft or start the engine of such aircraft unless authorized to do so. (Cost of repairs for above-related damages will be borne by offender.)

**REPAIR OF AIRCRAFT** - Prior to initiating repairs to an aircraft engine, airframe or accessory, the aircraft shall be moved to a safe location and away from areas subject to movement by other aircraft or vehicles.



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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

**VEHICLES AND TRAFFIC** – The traffic laws of the City of Kennewick shall apply to the streets, roads, and parking areas on the Airport. Except for firefighting equipment, ambulances and other emergency vehicles; no person shall take or drive any vehicle on the Airport, other than established streets, roads and automobile parking areas unless permission has been first obtained from the Airport Manager or Fixed Based Operator.

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

- a. No motor vehicles, other than support vehicles shall be permitted on ramp areas except for the loading of aircraft passenger or baggage or for the loading or unloading of cargo in designated areas. The drop zone pickup vehicle is considered to be a support vehicle.
- b. Vehicles on ramps, taxiways or airport area(s) shall be driven at a safe and reasonable speed, but not to exceed 15 mph.
  1. Vehicles operating within aviation use areas shall yield to all moving aircraft within a 100-foot radius.
  2. Vehicles encountering aircraft in motion shall be halted and remain so until said aircraft has cleared its position by a 50 foot radius.
- c. No persons or vehicles, except as authorized by the Airport Manager, shall be permitted on the landing areas.
- d. All persons operating vehicles on the landing areas must notify the Fixed Based Operator prior to entering any taxiway or runway.
- e. No go-carts, motorcycles, bicycles or similar vehicles, or horses shall be permitted on the ramps, runways or improved areas without written permission from the Airport Manager.
- f. Exceptions: Any aircraft owner or guest in the private hangar area; any authorized vehicle displaying proper amber flashing beacon; any authorized vehicle responding to an Airport emergency; and any vehicle which is properly escorted by Airport personnel.

### VEHICULAR PARKING

- a. No person shall park a motor vehicle in the public areas of the Airport other than in the manner and place prescribed by the Airport Manager.
- b. No automobiles, trucks, or other motor vehicles shall be parked in front of hangars, except for service or delivery vehicles, then only long enough to make said delivery.
- c. Tenants of T-hangars may park their own cars in their T-hangars provided the airport owner/operator approves.





*Port of Kennewick*

## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

- d. Parking of motorized vehicles is not permitted on any grass areas along any airport roadways. Vehicles in violation of any parking regulation will be subject to being towed away for impoundment. All tows will be at the owner's risk and expense.
- e. No person shall abandon any motor vehicle on the Airport, or park same in a public parking area in excess of seventy-two (72) hours unless approval for such parking is obtained from the Airport Manager. Vehicles in such violation will be subject to impoundment. All charges will be at the owner's expense.
- f. Vehicles for incoming pilots may be parked in designated parking areas as authorized by Airport Manager or Fixed Based Operator; however, owner shall provide a vehicle key to be kept by the Airport Manager in the event the vehicle must be relocated to different area for improvement work.
- g. Persons parking vehicles on the Airport do so at their own risk and agree that said vehicles can be entered by Airport personnel for the purpose of safe moving of said vehicle when it becomes necessary for area maintenance (sweeping, snow removal, or reasons of safety, etc.)

**CONSTRUCTION** - No construction, in the fullest sense of the word, will be attempted until the person, company or contractor undertaking it has obtained written permission from the Airport Manager and all permits as required by the City of Kennewick or other regulatory agencies. A deposit covering possible damages to the Airport may be required. All bids and contracts must include the above regulation. This regulation shall be superseded only by specific terms and conditions contained in tenant leases.

### **SECTION E - FIRE AND SAFETY**

**CLEANING OF AIRCRAFT AND/OR ACCESSORIES** - No person shall use flammable or volatile materials in the cleaning of aircraft or accessories unless such cleaning operations are conducted in designated open areas or in facilities specifically equipped for this purpose. Said facilities, if constructed, must be properly fireproofed and/or mechanically ventilated and equipped with adequate, readily accessible fire extinguishing apparatus and meet all permit and Code requirements.

**OPEN FLAME OPERATIONS** - No person shall conduct any open flame operations in any building unless specifically authorized in writing by the Airport Manager.

**STORAGE AND TRANSPORTATION OF FLAMMABLE MATERIALS** - No person shall keep or store any flammable materials on the Airport or in any building on the Airport except in the following manner:

- a. In proper receptacles installed in the aircraft.
- b. In rooms and areas approved by the Airport Manager or Fixed Based Operator, for such storage.
- c. In the case of lubricating oils in T-hangars, the maximum amount is one case of one-quart cans or its equivalent.
- d. Bulk fuels and other flammable materials permitted on the airport by these rules and regulations must be transported onto the Airport in tank trucks or other acceptable containers approved by the fire underwriter's code.



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**REFUSE AND WASTE** - Lessee shall provide suitable approved receptacles with covers for the storage of oil, waste, rags and other rubbish.

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

**FLOOR CARE** - All lessees shall keep floors of hangars, aprons, pits, and adjacent areas, free from oil, grease, and other flammable materials.

**PAINTING** - No spray painting operation shall be conducted in hangars.

**FUELING OPERATIONS** - No fueling operations shall be conducted in any building on the Airport.

- a. No fuel shall be dispensed into aircraft except from the established Port fuel system unless by mobile fueler approved by the Airport Manager. Mobile fueling shall not be permitted, unless the Airport Manager finds that all of the following apply:
  1. The type of fuel required by the mobile fueler is not available from the Port fuel system;
  2. The fuel supplier and fuel user agree to indemnify and defend the Port, in writing, for any and all liability resulting from fueling activities;
  3. The fuel supplier maintains records of all such fuel supplied and remits to the Port the applicable fuel flowage fee within 45 days of each fueling;
  4. The fuel supplier complies with all local, state and federal rules, regulations, laws and ordinances; and
  5. The fuel supplier maintains liability insurance, including fire and pollution liability insurance in a sum of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, with said insurance naming the Port as an additional insured
- b. During fueling or defueling, the aircraft and dispensing apparatus shall be bonded to a point or points of zero electrical potential.
- c. No aircraft shall be fueled or defueled with:
  1. Engine running. Helicopters using JETA fuel excepted;
  2. Occupants aboard, unless FAA established procedures are complied with;
  3. Avionics or electrical equipment "on."
- d. Fueling hoses and equipment shall be maintained in a safe, non-leaking condition and all dispensed fuel will be prefiltered.
- e. All fueling operations will comply with Washington State Department of Labor and Industries WAC 296-42 "Petroleum Safety Orders and Handling" and Uniform Fire Code Standard No. 24-1.
- f. All fuel (or other hazardous/flammable liquid) spills must be reported in writing to Airport Manager or Port staff immediately.





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- g. Fuel shall not be transferred from one storage tank or tank truck to another container of any size with the exception of properly installed fuel tanks aboard aircraft. Rules established by the Fire Marshall of Benton County forbid the use of cans for storage or transportation of fuel as long as fuel is readily available from an authorized Fixed Base Operator.

**CHANGING OF OIL** - Persons changing oil in aircraft engines shall be responsible for the lawful disposition of the waste oil. To avoid contamination, oil will be disposed of on the Airport in containers and by methods that comply with law and are approved by the Airport Manager or Fixed Based Operator.

**SMOKING** - No smoking will be permitted within 100 feet of aircraft being fueled or defueled. At other times, smoking is not allowed within 50 feet of aircraft. Smoking will not be permitted in public buildings, whether Port or privately owned.

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

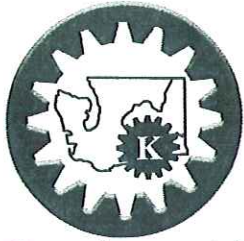
### SECTION F - HAZARDOUS MATERIALS

Hazardous materials require special handling and pose unusual risks to the tenants and occupants of the property and to the public. The purpose of this section is to control hazardous materials which are brought upon the property, to provide timely information concerning the nature and location of hazardous materials upon the property, and to provide that the appropriate persons be contacted in the event of an emergency.

A. As used in this section, the following terms shall have the following meanings:

1. **Premises:** Any portion of the real property described in **GENERAL PROVISIONS, SECTION B**, including any buildings, structures or improvements, whether owned by the Port of Kennewick, by a tenant or others.
2. **Tenants:** Any person, corporation, or entity which occupies any portion of the premises under a lease, sublease, license or rental agreement, and shall include all licensees, occupants, invitees, visitors or other persons entering upon any portion of the premises.
3. **Hazardous Materials:** A substance or material in a quantity or form which may pose an unreasonable risk to health, safety or property, and shall include, but is not limited to explosives, radioactive materials, etiologic agents, chemical agents, flammable liquids or solids, combustible liquids or solids, oxidizing or corrosive materials, and compressed gases, and it shall further include those materials described in Washington Administrative Code 173-303-9905 and 446-59-080, as those sections may be hereafter amended or supplemented. In the event the cited sections are superseded, the reference shall be deemed to refer to the superseding section.

- B. Each tenant transporting any hazardous materials to or across any portion of the premises, or storing hazardous materials upon any portion of the premises, shall give written notice to the Port of Kennewick prior to any such transportation or storage. Each tenant shall file a copy of the written notice required by this section with the fire department or fire protection district, which has responsibility for providing fire protection for the premises.



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- C. The written notice to the Port of Kennewick required by this section shall contain the following information:
1. The name and address of the tenant.
  2. The specific hazardous material which is to be transported or stored.
  3. If the hazardous material is being transported, the date of transportation and the portion of the premises over which it will be transported.
  4. If the material is being stored or used upon the premises, the specific location upon any portion of the premises where the hazardous materials are stored or used.
  5. The names and telephone numbers of the person or persons to be contacted with regard to the hazardous materials or in the event of an emergency.
- D. Nothing contained herein shall be construed as an approval of the transportation, storage, or use of hazardous materials upon the premises. In the event the Port of Kennewick determines that it is inappropriate to transport, store or use a hazardous material upon the premises, or that the hazardous material causes an increased risk to other tenants of the premises, or increases the Port of Kennewick's insurance costs, the Port of Kennewick may deny or revoke permission to transport, store or use hazardous materials upon the premises. In the event the transportation, storage or use of hazardous materials upon the premises increases the risk of personal injury or property damage, or increases the cost of insurance, the Port may require the tenant to obtain additional insurance.
- E. All hazardous materials shall be handled, transported, stored, used and disposed of in accordance with all applicable, federal, state and municipal laws, ordinances and regulations.

### CHAPTER II

#### AIRCRAFT OPERATIONS

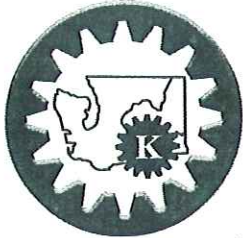
##### SECTION A - GENERAL

**AERONAUTICAL ACTIVITIES** - All aeronautical activities at the airport, and all flying of aircraft departing from or arriving at the airport and within a five mile radius from the center of the airport shall be conducted in conformity with the current and pertinent provisions of federal and state air regulations and directives.

**RADIO DISCIPLINE** - Upon entering within five miles of the airport, pilots operating radio-equipped aircraft should notify other aircraft of their intentions. Thereafter pilots should monitor the local frequencies and coordinate activities with other aircraft while operating within this zone. Local frequency is CTAF -122.9 MHz. All aircraft, if able, shall also broadcast their position and intentions in accordance with the recommendations provided in Part I of the Aeronautical Information Manual. Aircraft transporting skydivers must obey FAA rules designed for that purpose.

**MANAGEMENT AUTHORITY** - The Airport Manager shall at all times have authority to take such action as may be necessary to safeguard the public in relation to aeronautical activities at the airport.





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

**AIRCRAFT REGISTRATION** - All aircraft based at Vista Field shall have evidence of the State of Washington registration prominently displayed as is required by state law. Failure to so display current registration shall result in revocation of privilege to use the Airport so long as such offense shall continue. Additionally, each aircraft owner shall provide and annually update for each aircraft upon lease execution.

**AIRCRAFT LIABILITY INSURANCE** - Each aircraft that is based at Vista Field Airport shall maintain aircraft liability insurance for bodily injury and property damage in accordance with limits established by the Port of Kennewick. The aircraft owner shall provide written documentation (Certificate of Insurance) of said coverage to the Airport Manager and Port of Kennewick and updated certificate on file annually.

**DISABLED AIRCRAFT** - No person shall park, store, or leave non-airworthy aircraft or aircraft parts in any state of disrepair on any premises at the Airport, in view of the general public. Such aircraft may only be parked or stored on leased premises out of public view or in hangars awaiting scheduled repair, but in no case longer than 120 days. The Airport Manager may designate an appropriate storage area for such aircraft. This regulation is intended to foster greater economic vitality at the Airport and enhance the financial viability of the Airport businesses (including the FBO). Inoperable aircraft do not utilize fuel or mechanical services to any appreciable extent.

**AIRCRAFT REMOVAL** - Aircraft owners, operators, or their agents shall be responsible for the removal of any aircraft, disabled or otherwise which has been parked or stored, unauthorized on any premises of the Airport, at owner's sole expense.

**HELICOPTER OPERATION** - Helicopter traffic shall arrive and depart from the designated heliport only and shall remain clear of the fixed wing traffic pattern in use at all times.

**AIRCRAFT ACCIDENTS** - Witnesses to and survivors of any aircraft accident occurring on the airport shall make a full report of the incident as required by federal regulations. All persons on or near a accident scene shall preserve any and all aircraft pieces, parts, papers, and other pertinent data and document their positions and content as additional aid to the appropriate investigating authority. Only those persons authorized by the Commission or Airport Manager shall be allowed on the accident scene within 500 feet thereof.

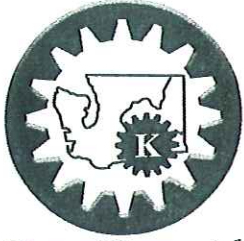
**AUTOMATIC CLOSURE** - Any runway, taxiway, or other operation area of the Airport which becomes the scene of an aircraft accident shall immediately be considered closed and unusable until determined otherwise by the Airport Manager or other designated official. The Airport manager or other designated official shall provide for proper notification of closures by means of visual markings and the issuance of NOTAMS, as necessary, and the coordination of local air traffic so long as the closure remains in effect.

**REMOVAL OF AIRCRAFT** - No aircraft or parts thereof shall be removed from an accident scene until such removal has been authorized by the appropriate FAA or NTSB representative. Airport Management may assist in securing the proper removal authority; however, it shall be the ultimate responsibility of the aircraft owner to acquire the proper authorizations for removal, as specified by Federal regulation.

**SCENE PRESERVATION** - In the event an accident scene must be preserved for a prolonged period of time, the Airport Manager shall provide for adequate scene protection as may be required. The charges for any such protection shall be borne by the aircraft owner.

**OWNER RESPONSIBILITY** - Any aircraft involved in an accident or incident on the Airport shall be the responsibility of the registered owner for its prompt and proper removal from the accident site. Said





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

removal shall be accomplished only after proper authorization has been received. The owner may engage local services at his option. Aircraft that requires special handling, parking or storage as a result of an accident, shall be the responsibility for the owner, for any and all charges incurred as a result of such storage.

**PORT INDEMNITY** – In the event Airport Management removes said aircraft or parts thereof from an accident site in order to facilitate Airport operations, no person shall hold Airport personnel liable or responsible for any additional damage which may be caused as a result of such removal. Said removal shall be completed only after proper authorization has been obtained from the FAA, and only if it is determined to be necessary to facilitate Airport operation, or to protect the safety of the general public and the users of the Airport.

**AIRCRAFT STORAGE** – Any aircraft involved in an accident or incident which is rendered disabled or non-airworthy shall be parked or stored in an area designed by the Airport Manager. Said aircraft shall not be stored in plain view of the public or in an area which creates either undue interest or an attractive nuisance for Airport operations.

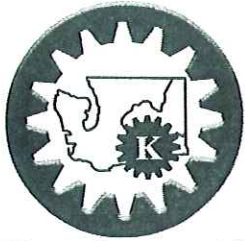
**SKYDIVING** - No skydiving shall be conducted on, over, or in the immediate vicinity of Vista Field without prior, written authorization from the Airport Manager upon approval of Port Commission.

**PORT AUTHORITY** – In the event an aircraft owner or operator fails to remove an aircraft or pay applicable charges for parking, storage, landing fees, rentals or services rendered by the Airport, the Airport Manager may take whatever action deemed necessary to maintain the safety of the Airport by removal of vehicle/aircraft and have the authority to impound any aircraft for delinquent charges. The Port reserves their legal right to lock a hangar and file liens on the aircraft; as well as, potentially auctioning of the vehicle/aircraft to recover Port costs. All associated collection costs will be at the sole expense of the owner(s).

### **SECTION B - AIRPORT TRAFFIC**

1. The standard traffic pattern for Runway 2 is 1000 ft. A.G.L. left hand approach.
2. The standard traffic pattern for Runway 20 is 1000 ft. A.G.L. left hand approach.
3. Take off and landings shall be made in the direction indicated by the windsock. Use Runway 2 when wind is 5 knots or less.
4. Take off and landings of fixed wing aircraft shall not be conducted on taxiways or aprons.
5. All designated runways shall be used for the expressed purpose of landing and takeoff of aircraft only.
6. No run-ups or pre-takeoff checks shall be accomplished on the runway.
7. Landing aircraft have the right of way.





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8. All pilots will endeavor to abate noise caused by their aircraft and shall remain within the established traffic patterns.
9. All pilots operating aircraft in the vicinity of the airport shall exercise caution and courtesy. Any pattern deviations will be coordinated via radio with other aircraft.
10. The final decision with regard to landing and take-off is the pilot's responsibility.

### **SECTION C - GROUND OPERATIONS**

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

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

**AIRCRAFT MOVEMENT** - No aircraft shall be taxied or towed on any area other than runways, taxiways or ramps without prior approval of the Airport Manager or Fixed Base Operator.

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

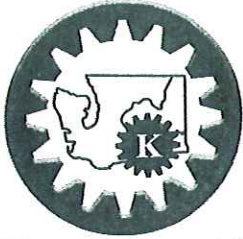
- a. Aircraft not equipped with wheel brakes must have wing walkers when taxiing in the area of buildings or other aircraft.
- b. Any person operating an aircraft in a reckless or erratic manner resulting in harm to personnel or Airport property will be held financially liable.

**PARKING** - Aircraft will be parked in those areas and spaces designated by the Airport Manager or by a Fixed Base Operator and under the following conditions:

- a. Each operator and/or tenant shall be responsible for the orderly parking of aircraft and for the cleanliness of the area he/she uses.
- b. Each aircraft owner will be responsible for the aircraft's security of tie-down and all mechanisms of fastening unless a tenant relationship with an FBO is otherwise established.
- c. It will be the responsibility of the aircraft's operator to contain any oil or fuel leakage of a parked aircraft. Repairs of any damage resulting from failure to observe proper containment of such leaks shall be made at the expense of the aircraft owner.
- d. No aircraft shall be left unattended on the Airport unless properly secured or within a hangar.

### **SECTION D - T-HANGARS**

**DEFINITION** - For the purpose of these Regulations, a T-Hangar is defined as a multiple aircraft storage building, individually compartmentalized and normally leased to individual airplane operators.



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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

**GENERAL** - In addition to all Rules and Regulations set forth in other sections herein, the following shall also apply to tenants of T-Hangars unless they are superseded by specific lease agreements between the Port and a tenant:

- a. The only permitted use for hangars is primarily aviation and storage of aircraft. One aircraft and minimal incidental aircraft-related storage such as parts, spare equipment and related. Residential use or occupancy is prohibited.
- b. The area in front of each hangar shared jointly by aircraft and vehicles accessing the hangars is labeled the "taxi lane." Aircraft have the right of way on taxi lanes over vehicles.
- c. Parking of automobiles on the T-Hangar ramp or taxi lane area is prohibited. A tenant may park his automobile in his hangar during aircraft use..
- d. Aircraft are not to be parked in the taxiway so as to prevent the passage of other aircraft or vehicles.
- e. No aircraft shall be fueled while parked in a hangar.
- f. Paint, dope or other flammable or volatile materials or other materials considered hazardous shall not be stored in T-Hangars, in quantities exceeding 5 gallons and in approved containers.
- g. No spray painting or doping operations shall be conducted in the hangars or adjacent taxiways.
- h. Lubricating oil in excess of immediate needs shall not be stored in T-Hangars unless an approved fireproof container is provided.
- i. No aircraft engine shall be operated inside a T-Hangar. Minimal RPM when the propeller blast is directed into any hangar or another aircraft.

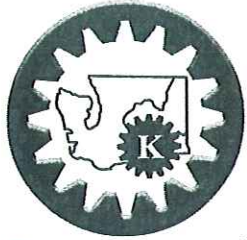
### **SECTION E - SNOW REMOVAL**

Snow removal or sanding on runways and taxiways may be initiated by airport personnel. Regardless of necessity, the Port will not be liable for expenses if action is initiated by someone other than a Port employee.

### **SECTION F - ULTRALIGHT AIRCRAFT OPERATIONS**

All provisions of these Airport Rules and Regulations shall apply to all Ultralight operations and Ultralight pilots.





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

### CHAPTER III

#### DISASTER PROCEDURES

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

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

##### **NOTIFY THE AIRPORT MANAGER AND LOCAL AUTHORITIES:**

- a. 509-586-1186 Port of Kennewick – 24 hours a day
- b. Kennewick:           911 Emergency Dispatch  
                              509-585-4231 - Fire or Ambulance  
                              509-628-0333 – Police Department  
                              509-735-6555 – Benton County Sheriff

##### **IN ALL CASES, STAY CALM**

- a. Speak plainly and slowly.
- b. Describe nature of emergency.
- c. Be exact.
- d. Treat emergency with caution.

**UNNECESSARY EXPOSURE** - Do not expose any more persons to the dangers of the emergency than is absolutely necessary.

- a. Keep area clear of unauthorized persons until law or fire enforcement personnel arrive.

**NO UNREASONABLE OR PROVOCATIVE STATEMENTS SHOULD BE MADE TO THE NEWS MEDIA**  
- Preferable to refer them to the Airport Manager.

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

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

- a. Remain calm.
- b. When receiving the call or threat, note as many details as possible, no matter how trivial.
  - 1. Record exact time and date.



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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

2. Record message. Write it down. Ask caller to repeat if needed.
  3. Determine if male or female.
  4. Note accent, etc.
  5. Listen for background sounds, etc.
- c. Keep caller talking. Ask short, direct and pertinent questions.
1. Ask detonation time.
  2. Location of bomb.
  3. Type of bomb.
- d. **DO NOT HANG UP THE TELEPHONE.** Use another telephone if possible, and call the following in turn:
1. **Police – 911**
  2. **Port of Kennewick / Airport Manager – 509-586-1186**
- e. Reduce bomb blast hazard:
1. Evacuate the building, aircraft, vehicle or area as the case may be.
  2. Open windows and/or doors.
  3. Check your familiar area for strange objects.
  4. Disconnect sound-making appliances/devices.
  5. Do not activate any switches.
  6. Establish a 300-foot perimeter around the building.
  7. Do not soak, move or tamper with any strange objects.
  8. Maintain absolute minimum publicity.
- f. Let the law enforcement officers and the explosive ordinance disposal unit have 100% control thereafter.

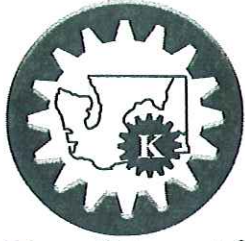
### CHAPTER IV

#### COMMERCIAL OPERATIONS, LEASES AND CONCESSIONS

##### SECTION A - FORWARD

The Airport is owned and operated by the Port of Kennewick. The following commercial minimum standards and requirements have been established in the public interest, to permit the safe and efficient operation of the Airport and to enhance its orderly growth. These Standards shall be administered on fair and reasonable terms in accordance with the provisions of Section 308 of the Federal Aviation Act, Title VI of the Civil Rights Act of 1964 and Part 15 of the Federal Aviation Regulations. They shall apply, as appropriate, to both aviation and non-aviation enterprises. Your full cooperation and compliance are solicited.





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

### SECTION B - COMMERCIAL ACTIVITIES

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

If adequate space is available on the Airport, and if the Airport Owner is not providing the service, may negotiate on reasonable terms for the lease of space needed by those activities offering flight services to the public, or support services to other flight operators, to the extent that there may be a public need for such services. A willingness by the tenant to lease space and invest in facilities required by reasonable standards shall be construed as establishing the need of the public for the services proposed to be offered. FAA Order 5190-6A 4-15.

A single aeronautical enterprise will be limited to space as is demonstrably needed. If the need for additional space becomes apparent at a later date, such space as well as any new areas developed for the service and support of aeronautical activities will be made available to all qualified proponents or bidders, including the incumbent. The advance grant of options or preferences, including the right of first refusal, on future sites to the incumbent must be viewed as an exclusive right. FAA Order 5190-6A 3-9C.

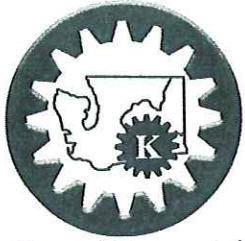
All commercial operations based primarily or partially at the Airport shall provide the Port with a certificate of insurance evidencing aircraft liability insurance coverage for property damage to others' property and bodily injury to others' not in the aircraft in a minimum amount of \$1,000,000 per occurrence, \$5,000,000 aggregate, in form, and with companies reasonably acceptable to the Port. Failure to comply with this provision shall result in revocation of privilege to use the Airport so long as such failure shall continue.

### SECTION C - APPLICATION

Applications for leases of ground and/or facilities on the Airport, or for permission to carry on any commercial, business or aeronautical activity on the Airport, with the necessary permits and licenses, shall be made to the Airport Manager in a manner prescribed by the Commission. The Commission may, if it deems advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the Commission, to establish to the satisfaction of the Commission that the applicant will qualify and will comply with these Rules and Regulations.

**MINIMUM APPLICATION INFORMATION** - The Commission will not accept or take action on a request to lease building space or land area or in any way permit the installation of a commercial activity until after the proposed Lessee, in writing, submits a proposal which sets forth the scope of operations he proposes, including the following:

- a. The amount of land the Lessee desires to lease.
- b. The building space to be constructed or leased.
- c. The services to be offered.
- d. The hours of proposed operation.



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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

- e. The number of persons employed.
- f. The number of aircraft to be based at Airport (if applicable).
- g. Provide current city business license to conduct such activity.
- h. Certificate of Insurance or other satisfactory evidence indicating the ability to obtain coverage as required. Insurance requirements may vary depending on the nature of aeronautical services in question.
- i. Evidence of financial capability to perform and provide the proposed services and facilities. To maintain financial confidentiality, the Port Airport Manager/Auditor shall be the sole judge of what constitutes adequate financial capacity. NOTE: Financial data must be submitted directly to Port Auditor.
- j. Necessary certificates or licenses to perform proposed types of operations.

### SECTION D - ACTION ON APPLICATIONS

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

**NOT QUALIFIED** - An applicant for any reason who does not meet the qualifications, standards and requirements established by these Rules and Regulations or Port lease requirements.

**SAFETY HAZARD** - The applicant's proposed operations or construction will create a safety hazard on the Airport.

**PORT EXPENDITURE** - The granting of the application will require the Port to spend Port funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time when the Commission is unwilling to enter into such arrangement; or the operation will result in a financial loss to the Port as determined by the Port based on best available information.

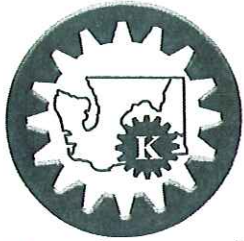
**AVAILABILITY** - There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application.

**NONCOMPLIANCE WITH MASTER PLAN** - The proposed operation or airport development or construction does not comply with the master plan of the Airport.

**CONGESTION** - The development or use of the area requested by the applicant will result in depriving existing Fixed Base Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Fixed Base Operator or other tenant on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Fixed Base Operator's area.

**MISREPRESENTATION** - The act of supplying the Commission with any false information or a misrepresentation of any material fact in the application in supporting documents, in oral presentation to the Commission; or failure to make full disclosure on an application or supporting documents.





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

**CROWD CONTROL / OPERATIONS** – Each applicant for a Special Event application who proposes to involve more than (30) persons outside of normal airport operations for said event shall submit a Crowd Control/Operations Plan to the Airport Manager for review and approval. Such plan shall include but not be limited to provisions for the following as pertains to the proposed event:

1. Vehicle Parking
2. Transient (Spectator) Aircraft Parking
3. Participant Aircraft Parking
4. Static Display Area
5. Pit Area
6. Crowd Line
7. Spectator Area
8. Participant Aircraft Pattern & Limitations
9. Concession Areas
10. Public Accommodations (Restrooms, First Aid, Etc)
11. Tactical Communications
12. Additional Aircraft Communications
13. Ground Handling of Aircraft and Vehicles
14. Personnel Training and Coordination
15. Public Address and Communication

The Airport Manager may waive, approve or require additional information or provision for any of the elements above, based upon scope of proposed event.

**HISTORY OF VIOLATIONS** - A record of violation of these Rules and Regulations, or the Rules and Regulations of any other Airport, Federal Aviation Regulations or any other rules and regulations applicable to the Airport.

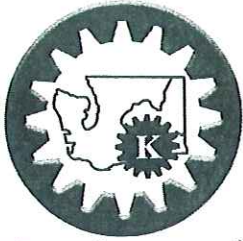
**DEFAULTED PERFORMANCE** - Any party applying or interested in the business that has defaulted in the performance of any lease or other agreement with the Port of Kennewick.

**CREDIT RECORD** - Any party applying for, or interested in the business has a credit report which contains unsatisfactory information and who appears to be a person of unsatisfactory business responsibility and reputation.

**LACK OF FINANCES** - The prospective tenant does not appear to have, or have access to, the finances necessary to conduct the proposed operation.

**UNDESIRABLE REPUTATION** - A party applying for, or interested in the business who has been convicted of any crime or violation of any ordinance of such a nature that it indicates to the Commission that the applicant would not be a desirable operator on the Airport. The Commission shall possess sole discretion in these matters.

**ECOLOGICAL CONSIDERATIONS** - The protection of the health, welfare, safety of the inhabitants of Benton County.



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Nothing contained herein shall be construed to prohibit the Commission from granting or denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for personal nonprofit use.

**TIME LIMITATION** – All licenses, permits, waivers and certificates required herein shall be applied for, a minimum of 60 days prior to the proposed event. Said documents shall be completed and submitted for final review and approval by the Port via the Airport Manager no less than 30 days prior to the date of the proposed event. In cases where the required permit requires additional time to process, then the applicant shall submit application with enough time to provide for completion 30 days prior to the event.

### **SECTION E - SUPPORTING DOCUMENTS**

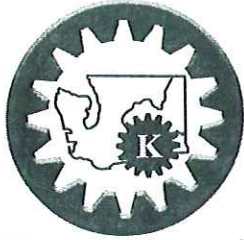
If requested by the Commission, the applicant shall submit the following supporting documents to the Port Auditor, together with such other documents and information as may be requested by the Commission:

1. **FINANCIAL STATEMENT** - A current financial statement prepared or certified by a Certified Public Accountant.
2. **ASSETS** - A written listing of the assets owned or being purchased which will be used in the business on the Airport.
3. **CREDIT REPORT** - A current credit report covering all areas in which the applicant has done business during the past ten years.
4. **AUTHORIZATION FOR RELEASE OF INFORMATION** - A written authorization for the FAA and the CAB, and all aviation or aeronautic commissioners, administrators, or department of all states in which the applicant has engaged in aviation business to supply the Port with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

### **SECTION F - LEASING INFORMATION**

1. Lessor reserves the right to use the criteria provided in Sections C, D and E of this document for the purpose of evaluating and assessing the degree of financial risk presented by each lease applicant. Lessor may, at its sole discretion, require a greater amount of surety, insurance or personal guarantee from lease applicants deemed to be in higher risk categories.
2. Lease agreements shall be written in accordance with stipulations contained in the Grants of Federal Funds from the Federal Aviation Administration and the Washington State Aeronautical Commission. Lessor is not required to prepare or publish model leases. Provisions of leases may vary from lease to lease.
3. Neither the Lessor nor the Lessee, his agents and employees will discriminate against any person or class of persons by reason of race, color, creed, national origin, or sex in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Title VI of the Civil Rights Act of 1964.



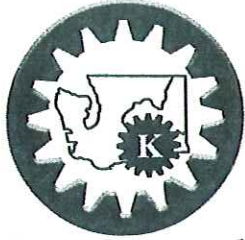


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The Lessee further agrees to comply with such enforcement procedures as the United States might demand that the Lessor take in order to comply with the Assurances made by the Port to the FAA.

4. It is clearly understood by the Lessee and the Lessor that no right or privilege has been granted which would prevent any person, firm or corporation, operating aircraft or aircraft related functions on the Airport from performing any services on its own aircraft or offering services with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform.
5. It is to be specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
6. Lessee agrees to operate the premises leased for the use and benefit of the public: (1) To furnish good, prompt and efficient services adequate to meet all the demands for its services at the airport; (2) To furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; and (3) To charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
7. Lessor reserves the rights to further develop or improve the aviation facilities of the Airport as it sees fit, regardless of the desires of the Lessee, and without interference or hindrance.
8. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
9. During the time of war or national emergency Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be superseded.
10. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft, to the public or create a nuisance to Lessor or Lessor's tenants.
11. Any lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
12. Lessee agrees to abide by the Rules and Regulations of the Airport and that the said Rules and Regulations, and any future revision thereto, are made a part of the lease; provided, however, that changes to the Rules and Regulations shall be circulated to all Airport tenants for review and comment. Any conflict between lease terms and changes to the Rules and Regulations shall be resolved by Lessor in its sole discretion.



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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

13. Lessor retains the public right of flight for the passage of aircraft in the airspace above the surface of the real property herein-before described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation or flight in the said air space for landing on, taking off from or operating on the Airport. A Lessee may be required by Lessor to execute an aviation easement.
14. Lessee agrees not to erect or allow to be erected any structure, improvements or growth in violation to FAA Federal Air Regulation, Part 77.
15. Lessee agrees to prevent any use of the leased premises which would interfere with landing or taking-off of aircraft, or otherwise constitute an airport hazard or nuisance.
16. Lessee agrees to prevent any operation on the leased premises which would produce electromagnetic radiations of a nature which would cause interferences with any air navigational or communications air now or in the future to be installed to serve the airport, or which would create any interfering or confusing light or cause any restrictions to visibility at the Airport.
  - a. All Lessees shall hold the Port, its officers, employees and agents harmless from any and all liability. Lessee shall maintain insurance coverage in amounts, which may be specified by the Commission. Insurance policies shall also name the Port as an additional insured and shall contain a clause which shall provide that in the event Lessee's insurance coverage, or any part thereof, should be canceled or materially changed, the Port shall receive at least 15 days prior written notice of such change.
  - b. Building space requirements may be provided in one building, attached buildings or in separate buildings.
  - c. All Lessee personnel required to hold Federal Aviation Administration certificates and ratings in order to conduct business shall maintain such certificates and ratings current and in good standing.

### **SECTION G - FAA LEASE REQUIREMENTS**

All leases are automatically deemed to include Federal Aviation Administration Section F - Leasing Information, paragraphs 3, 4, 5 and 6, all as supplemented and amended, as applicable.

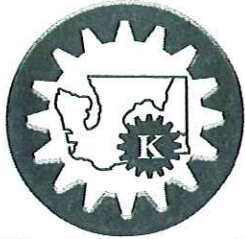
### **SECTION H - AIRPORT LICENSE AND LEASES NON-TRANSFERABLE**

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

### **SECTION I - SERVICE RATES**

Rates charged for hangar space, T-Hangar rentals, tie-downs and service charges in connection with aircraft shall reflect the current market and not be discriminatory nor otherwise unreasonable, and shall be filed with the Airport Manager. Transient and home-owned aircraft using parking facilities of the





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Airport, not under lease to fix base operators, shall be charged in accordance with rates on file with the Airport Manager. See Chapter XI, Proprietary charges.

### **SECTION J - REFUSE**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards. No burning or dumping of waste materials is permitted without prior coordination with the Airport Management.

### **SECTION K - APPROVAL OF CONSTRUCTION**

No buildings, structures, tie-downs, ramps, pavement, taxi areas, or any other improvements or additions shall be placed or constructed on the Airport, or altered or removed without the prior approval of the Commission. In the event of any construction, the Commission may, in its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with the Commission approval.

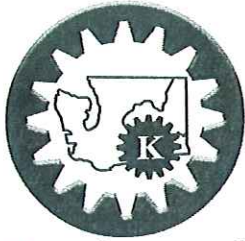
### **SECTION L - OPERATION AREA**

No person authorized to operate on or conduct business activities on the Airport shall conduct any of its business or activities on any area except those specified by the Commission, or the Airport Manager, or on areas leased by others.

### **SECTION M - FIXED BASE OPERATORS AND INDUSTRIAL AIR PARK TENANTS**

**DEFINITION** - No person shall use the Airport as a Fixed Base Operator until such person has met the qualifications, standards and requirements of the Vista Field Fixed Base Operator Agreement (FBO Agreement). In the event that any provision hereof conflicts with any provision in the FBO Agreement, the provision of the FBO Agreement shall prevail and the conflicting provision hereof shall be null and void. A Fixed Base Operator shall be an individual or firm operating at an Airport and providing general aircraft services such as the following example:

- a. Aircraft sales;
- b. Aircraft parts and accessories sales;
- c. Charter operations which include without limitation passenger or "air Taxi"; freight or delivery; photography, aerial study, silvicultural spraying or seeding, etc.;
- d. Aircraft rental;
- e. Flight instruction or ground schools;
- f. Maintenance services which shall include services in one or more of the following:
  1. Airframe overhaul and repair;
  2. Engine overall and repair;



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3. Radio and electrical shop (avionics);
  4. Instrument shop;
  5. Aircraft interior work;
  6. Propeller shop;
  7. Refinishing and painting.
- g. Flight line services which shall include one or more of the following services:
1. Supplying of fuel, oil or other fluids;
  2. De-icing fluid;
  3. Interior cleaning.
- h. Aircraft storage, inside and/or outside;
- i. Commuter Airline;
- j. Skydiving instruction and skydiving activities.

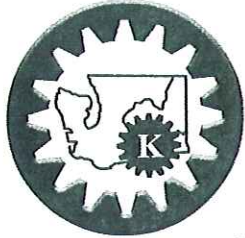
**CONDUCT OF BUSINESS** - Each Fixed Base Operator shall, upon being authorized by the Commission, and as the construction of any required physical facilities permit, immediately commence and conduct all business activities and services authorized. A continuing current list of stored aircraft, operator's name, address and phone number will be transmitted to the Airport Manager, to be used for emergency information only.

**FACILITIES** - Except in cases of Fixed Base Operators offering T-Hangar or inside hangar aircraft storage only, each Fixed Base Operator shall provide and maintain an office which shall be staffed and open to the public during the normal business hours of each normal business day which shall be the operator's office or place of business on the Airport and shall provide therein at least a waiting room with appropriate furnishings, restroom and a telephone available for public use. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. Only one office shall be required of each Fixed Base Operator. No Fixed Base Operator or its employees, agents, officers or other persons connected with the business shall use the office area of another Fixed Base Operator without the written consent of said Fixed Base Operator, of which a copy shall be filed with the Airport Manager. All facilities will be in compliance with the Americans with Disabilities Act.

**CERTIFICATES** - The Fixed Base Operator and all personnel and employees shall be competent and shall hold all current, valid certificates, permits, licenses or other authorities required by the CAB and the FAA, including any required FAA Air Taxi permits and Public Service Commission Certificates. Fixed Base Operators shall not utilize any pilot in any aircraft operations who does not hold valid and current certificates from the CAB and FAA necessary for him to conduct such activities.

**LEASE** - Each Fixed Base Operator shall enter into an agreement with the Port which includes an agreement on the part of the Fixed Base Operator to accept, be bound by, comply with and conduct his business operations in accordance with these Rules and Regulations and to agree that his license and authority to carry on business on the Airport shall be subject to the terms and conditions set out in these Rules and Regulations; provided, however, any conflict between the terms of a lease and these rules shall be resolved in favor of the lease or resolved by mutual agreement between the parties.





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**FACILITIES MAINTAINED** - Unless otherwise agreed to by the Commission, the Fixed Base Operator shall, at his own expense, provide, construct, install, equip, paint and maintain all utilities, buildings, structures, ramps, tie-down areas, taxi-ways, fences, landscaping and all other facilities and improvements requested or approved by the Commission as being advisable and necessary for the Fixed Base Operator to carry on the activities or services authorized by the Commission. The Commission may, in its discretion, provide Port assistance in the development of the operation area.

**CURRENCY OF FEES** - The Fixed Base Operator shall promptly pay when due, all charges for sewer, water, power, telephone service and all other utilities and services supplied to his operation on the Airport, all rentals, fees and payments payable to the Port.

**CONSTRUCTION PERFORMANCE** - Plans and specifications for all construction shall be submitted to the Commission for their approval within 90 days after approval of the application, and construction thereon shall commence within 90 days after approval of the plans and specifications by the Commission. All construction shall be completed by the Lessee within one year from the date of the Commission approval of the plans and specifications. These items may be extended by the Commission upon good cause shown by the Lessee. All construction shall comply with all applicable building codes and ordinances.

**SPECIFIED AREAS** - Airport areas on which Fixed Base Operator facilities, if any, are to be constructed or operated shall be specified by the Commission or the Airport Manager in accordance with these rules and the Master Plan of the Airport.

**BUSINESS CONDUCTED WITHIN LEASED AREA** - Unless otherwise provided by the Board, all operations of the Fixed Base Operator shall be conducted on one area of sufficient size to accommodate all services for which the operator is licensed, allowing for future growth and additional services as contemplated by the Commission, Airport Manager or the applicant, at the time of application, to the extent, however, that space is available on the Airport. The Fixed Base Operator shall carry on his business operations strictly within the area assigned him by the Commission or the Airport Manager and his operations shall not in any way interfere with the operations of other Fixed Base Operators, agencies or other businesses operating on the Airport; the use of the Airport by the general public; or with any common use areas except as authorized by these Rules or the Airport Manager.

**PROMOTE THE AIRPORT** - A Fixed Base Operator, the Airport Manager and the Port of Kennewick shall cooperate in the operation, management and control of the Airport.

**ALL COMPLAINTS IN WRITING** - All complaints against any Fixed Base Operator for violation of these rules shall be submitted to the Airport Manager in writing signed by the party submitting the complaint and shall specify dates, times and witnesses, if any.

**INDEMNIFY** - The Lessee agrees to indemnify, defend, and save the Port of Kennewick, its authorized agents, officers, representatives, Commissioners and employees harmless from and against any and all actions, penalties, liability claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Lessee, his (its) agents, employees, servants, guests or business visitors.

**NON-DISCRIMINATION** - The Lessee shall furnish all services or sales authorized or licensed by the Commission on a fair, equal, and no unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the base





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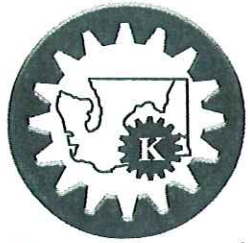
## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

**REVOCATION OF PERMIT** - The Commission shall have the right in its discretion to terminate any lease or other agreement authorizing the Fixed Base Operator to conduct any services or business on the Airport and to revoke any Fixed Base Operator's license, authority or permit to do business upon the Airport for any cause or reason provided in these Rules, or by law and in addition thereof, upon the happenings of any one or more of the following:

- a. Filing of a petition, voluntarily or involuntarily, for the adjudication of the Fixed Base Operator as a bankrupt;
- b. The making by the Fixed Base Operator of any general assignment for the benefit of creditors;
- c. The abandonment or discontinuance of any permitted operation at the Airport by the Lessee or the failure to conduct them on a full time basis or part time basis if appropriate without the prior approval of the Commission;
- d. Except for payment of rents, charges, fees and other payments to be paid to the Port, the failure of the Lessee to remedy any default or breach of violations by him, or his personnel, in keeping, observing, performing and complying with these Rules and Regulations and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the Lessee to be performed, kept or preserved, within thirty (30) days from the date written notice from the Airport Manager has been mailed or delivered to the place of business on the Fixed Base Operator at the Airport.
- e. The failure to promptly pay to the Port, when due, all rents, charges, fees and other payments which are payable to the Port by the operator in accordance with applicable leases;
- f. The Lessee, or any partner, officer, director, employee on duty or agent thereof commits any of the following:
  1. Violates any of the Aircraft Operations (Ch. II); or
  2. Engages in unsafe or abnormal or reckless practices in the operation of an aircraft on or in the vicinity of the Airport, which creates a hazard to the safety of other airport users, other aircraft, or the general public, or endangers property, or which could, if any emergency developed, foreseeably result in causing personal injuries or death to a person or damage to a person or damage to property; or
  3. Operates the business of the Lessee in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property on the Airport, the general public or the Airport, or on pilots, students or passengers.
- g. Applied for a lease or license, and supplies the Commission with any false written or oral information; or misrepresented any material fact to the Commission in the application, in supporting documents, or in statements to or before the Commission; or failed to make full disclosure to the Commission in the application, the supporting documents or in statements to or before the Commission.





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

1. Upon such termination by the Port of Kennewick, all rights, powers and privileges of the Fixed Base Operator hereunder shall cease, and the Lessee shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the Port of Kennewick, its agents or representatives by reason of such termination or any act incident thereof.
2. Should the Lessee fail to make such surrender, the Port of Kennewick shall have the right at once and without further notice to the Lessee to enter and take full possession of the space occupied by the Lessee on the Airport by force or otherwise oust and remove any and all parties and any and all goods and chattels not belonging to the Port of Kennewick that may be found within or upon the same at the expense of the operator and without being liable to prosecution or to any claim for damages therefore.

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

**REMOVAL OF STRUCTURES** - Subject to the terms of any written agreement or lease, the Commission, in its discretion, may permit the Lessee to remove from the Airport any buildings or structures thereon owned or constructed thereon by the operator.

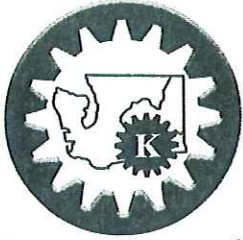
**RIGHTS OF INSPECTION** - To the extent necessary to protect the rights and interests of the Port of Kennewick or to investigate compliance with the terms of these Rules and Regulations, the Airport Manager, any member of the Commission, the Port Attorney and any Commission appointed qualified agent of the Port of Kennewick shall have the right to inspect at all reasonable times all premises together with all structures or improvements, and all aircraft, equipment and all licenses and registrations. The inspection of the premises will be made preferably in the presence of the Lessee or owner.

**AREA ECOLOGY ASSISTANCE** - Each Lessee shall be responsible for the removal of snow and ice from all his leased areas and areas in which he is authorized to operate, and shall keep his leased areas and areas in which he is authorized to operate free and clear of all weeds, rocks, debris and other material which could cause damage to aircraft, buildings, automobiles or persons. The Port may, at the request of the operator and in the discretion of the Airport Manager, assist a Fixed Base Operator in snow, ice and weed removal, provided such operator shall assume the liability of the Port's actions in this regard and shall indemnify and hold the Port, its officers, agents and employees harmless from all liability in connection with things done by the Port pursuant hereto and in connection with such snow, ice and weed removal.

**NOTIFICATION OF CLEANLINESS VIOLATION** - The Lessee shall maintain a clean and orderly area. The Airport Manager will notify the operator or lessee in writing, of any violations to the contrary. The Lessee will then have five working days to correct the stated violation; failing that, the Airport Manager will then have the violation corrected at the offending operator's expense.

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

The Airport Owner is obligated to make the Port as self-sustaining as possible and maintaining a fee and rental structure to that end. While the Commission is not obligated to provide space or services without a fee, it may, in its discretion, waive all or any portion of Chapter IV of these Rules and Regulations for the



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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

benefit of any Governmental or Governmental Agency or Department or person performing nonprofit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations or other humanitarian service.

The Commission will consider an application by an individual for a permit, on a year to year basis, to perform in one of the following functions when not connected with a Fixed Base Operator:

- a. Flight Instructor;
- b. Ground School Instructor;
- c. Aircraft Mechanic;
- d. Avionics or other specialized technician;
- e. Parachute or skydiving operation.

The annual fee for this permit will be negotiated, but in no event will be less than \$200.00.

### **SECTION O - BUSINESS NAME**

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

### **SECTION P - ACTS OF GOD**

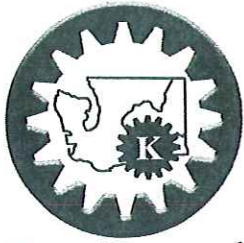
Nothing contained in these Rules and Regulations shall be construed as requiring the Port to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance.

### **SECTION Q - AVIATION CLUB**

**DEFINITION** - A multi-person ownership of one or more aircraft, either partnership, co-owner or incorporated, whose principal base is at the Airport. For the purpose of these Rules and Regulations, four or more persons in ownership of such aircraft will be deemed an Aviation Club and shall be required to obtain a permit from the Commission and comply with the following:

- a. A nonprofit corporation;
- b. Each member must be a bona fide owner of the aircraft or a shareholder in the corporation;
- c. Furnish satisfactory evidence of liability insurance with a minimum of \$1,000,000/\$3,000,000 for Bodily Injury and Property Damage;





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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

- d. The Club will file a list of its members and officers with the Airport Manager the first day of each January.

The Aviation Club Permit will allow the normal use and enjoyment of the Airport by the Club and its members on a non-commercial use basis only.

A club under this Section shall be exempt from Chapter IV, Section B of these Rules and Regulations insofar as multiple aircraft leasing, flight instruction and maintenance of its aircraft, provided such instruction is rendered by a flight instructor who is a bona fide club member, to another bona fide club member, or such service is performed by a bona fide member technician.

In the event the club fails to comply with these conditions, the Airport Manager will recommend to the Commission any action deemed advisable, including withdrawal of the Club's permit, in which case the club will be re-classified a commercial entity.

### **SECTION R - PARACHUTE OPERATIONS**

The Commission will consider an application by an individual or an organization for a permit to conduct sport parachute operations as a Fixed Base Operator. Application must be submitted in formal written form and be accompanied by fee payment in accordance with Section M, Part 2 of this Chapter. A permit may be granted subject to the following:

- a. Jumping onto portions of the airport property shall be as approved by the Airport Manager;
- b. Permits will be valid for one year, after which they may be renewed;
- c. Commission may revoke a permit at any time if, in their opinion, a revocation is warranted;
- d. Permittee must comply with all FAA regulations;
- e. Rent or fees other than for the permit may be applicable;
- f. All permittees meeting Port requirements have equal access to Airport facilities;
- g. An agreement to participate and a release of liability signed by each participant may be required by the Commission;
- h. Permittee must comply with all FAR's pertaining to parachuting, aircraft maintenance and aircraft operations.

The Commission may impose further regulations on an individual basis as deemed necessary. See also Skydiving under Airport Operations, Chapter II.



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## **PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT**

### **CHAPTER V ABANDONMENT OF VEHICLES**

#### **SECTION A - ABANDONED VEHICLE**

Aircraft or vehicles abandoned on Airport premises are subject to sale as provided in RCW 14.08.122. All funds received from such sale will be accordingly distributed.

### **CHAPTER VI**

#### **TARIFF SCHEDULE EFFECTIVE JANUARY 1 (See Chapter XI for list of Proprietary Charges)**

**All charges shall be at fair market value, adjusted as deemed appropriate by the Port Commission or the FBO, as appropriate.**

#### **SECTION A - BUSINESS LICENSE/PERMIT FEES**

**AIRCRAFT** - All commercial operations involving use of aircraft shall obtain a business permit and pay license fees in accordance with the following conditions:

- a. Land lessees shall be at fair market value.
- b. Permittees who operate seasonal or special short-term functions shall pay fair market value, but in no case less than a license fee of \$50 per calendar month (tow planes, etc.)

**AVIATION ORIENTED, NON-AIRCRAFT** - The Business License fee will be established on a negotiated basis.

#### **SECTION B - GROUND RENTAL**

Ground rental will be based upon property appraisals approved by the Port Commission.

#### **SECTION C - AIRCRAFT OUTSIDE STORAGE**

Rental of space at Port owned and operated tie-down facilities will be made on a month-to-month basis at fair market value, but in no case less than a rate of \$20.00 per month.

#### **SECTION D - FLOWAGE CHARGES FOR AVIATION FUEL AND LUBRICANTS**

All persons or companies transporting aircraft fuels or lubricants onto the Airport and/or receiving the same must pay flowage charges to the Port in accordance with current lease terms.

#### **SECTION E - TIE DOWN FEES**





*Port of Kennewick*

## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

### SECTION F - HANGAR RATES

As of date of this writing, T-Hangar rates are \$\_\_\_\_\_ per month (including leasehold tax) for small hangars and \$\_\_\_\_\_ per month (including leasehold tax) for large hangars.

### SECTION G - LEASEHOLD TAX

State leasehold tax will be added to all appropriate charges. Current tax as of this writing is 12.84%.

### SECTION H - CHANGES

Rates will change from time to time. Rates in effect will be those listed in Chapter XI, Proprietary charges, with the most recent effective date.

## CHAPTER VII

### PENALTIES

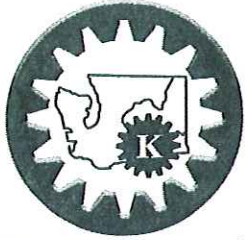
#### SECTION A - GENERAL

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

In addition, each violator will be liable to the Port for all actual, incidental and consequential damages related to the violation, together with the Port's administrative personnel costs and reasonable attorney's fees.

#### SECTION B - POLICE AUTHORITY IN ACCORDANCE WITH WASHINGTON STATE MUNICIPAL AIRPORTS ACT OF 1941 AND 1945 - CHAPTER 6, SECTION 2, R.C.W. 14.08.120

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



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## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

### CHAPTER VIII

#### GOVERNMENT AGREEMENTS

##### SECTION A - NATIONAL EMERGENCY

During time of war or national emergency when the Port is obligated to make the Airport or the landing area or any part thereof available to the United States Government for military use, any license or authority under these Rules, and any lease and agreement executed pursuant hereto, shall be subject to such Government obligation.

##### SECTION B - IMPACT OF FEDERAL AGREEMENTS

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the Port of Kennewick and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a conditioned precedent to the expenditure of federal funds for the development of the Airport.

### CHAPTER IX

#### AIRPORT MASTER PLAN

The Port may, without the knowledge, consent or approval of any Fixed Base Operator or other person licensed to do business or use part of the Airport, make changes in the Master Plan of the Airport and in its planning policies in connection with the development of the Airport, all such changes will first be discussed at a public meeting.

The Commission reserves the power and right to designate as common use areas such portions of any leased area or areas used by any Fixed Base Operator as shall be necessary for the development of the Airport or for the flow or airport traffic to other areas on the Airport.





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**PORT OF KENNEWICK  
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**CHAPTER X**

**AUTHENTICATION**

These Rules and Regulations may be known and cited as the Port of Kennewick Airport Rules and are herewith authorized and instituted by the Board of Commissioners of the Kennewick Port District.

DATED this 12<sup>th</sup> day of July, 2011.

\_\_\_\_\_  
Skip Novakovich, Commissioner

\_\_\_\_\_  
David Hanson, Commissioner

\_\_\_\_\_  
Gene Wagner, Commissioner

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF BENTON     )

On this \_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, notary public in and for the State of Washington, duly commissioned and sworn, appeared SKIP NOVAKOVICH, DAVID HANSON and GENE WAGNER, to me known to be the Commissioners of the Port Commission of the Port of Kennewick, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year first above written.

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, RESIDING AT KENNEWICK.  
My Commission Expires: \_\_\_\_\_



Port of Kennewick

## PORT OF KENNEWICK RULES AND REGULATIONS FOR VISTA FIELD AIRPORT

### Schedule of Proprietary Type User Charges

All charges shall be at fair market value, adjusted as deemed appropriate by the Port Commission or the FBO, as appropriate.

#### Airport Charges

*"Long-Term" Space Rental – amounts do not include leasehold excise tax*

T-Hangars, Small	\$ _____ per hangar per month
T-Hangars, Old	\$ _____ per hangar per month
T-Hangars, Large	\$ _____ per hangar per month
Tie Downs	\$3.00 per day, \$15.00 per week, \$25.00 per mo.

*Fuel Flowage - Rate*

\$0.05 per gallon (Annual adjustment round to nearest ½ cent) Applies to those authorized to transfer fuel while on airport other than FBO.

*Apron Fees – Commercial Aviation*

Up to 12,500 pounds weight	\$3.00 per day; \$35.00 per month
Over 12,500 pounds weight	\$6.00 per day; \$60.00 per month

Hangar Deposit

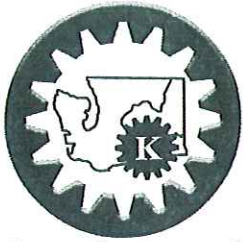
1 month rent plus leasehold excise tax

#### Property Lease Charges

##### **Rents**

Ground Rent	10% x Fair Market Value of Property Per Year
Space Rent	\$0.21 to \$0.50 (FMV) per sq. ft. per year – <i>Above space rent does not include ground rent for land adjacent to building space.</i>
Percentage Rent	For retail tenants, as agreed.
Short-Term Ground Rent	Not less than \$250 per month, value calculated same as ground rent above
Parking By Permit – Semi Trailers	Fee schedule to be determined





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**PORT OF KENNEWICK  
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**Surety Requirements**

*Ground lease over one year One year's rent*

*Month-to-month Lease Minimum 1 month rent subject to additional requirements by Airport Manager*

*Public agency as lessee None*

**Service & Other Charges**

Pro-Rata Charges	100% of eligible utility-type charges as allocated
Late Charges	As specified in standard lease documents
Holding Over	150%
Lease Reinstatement	\$50.00 for leases restored after default
Insurance Premiums	100% of allocated premiums as negotiated
Fees and Taxes	100% of all fees and taxes imposed by another jurisdiction
Audit Costs	100% of cost of auditing tenant's books as required by lease
Tenant Improvements	100% of cost of all tenant improvements paid for by Port, recovered at 10% AROI, depending on the term of the lease
Maintenance & Costs	100% of actual costs incurred by the Port plus 12% per annum interest
Interest Charges	For late payments and any other money owed the Port by a tenant – 12% per annum

**Governmental Fees & Charges**

Copies	\$0.10 per page
Tapes	100% of actual tape cost plus \$26.75 per hour labor