



## **Airport Regulations and Minimum Standards**

**Richland Airport (RLD)  
Prosser Airport (S40)**

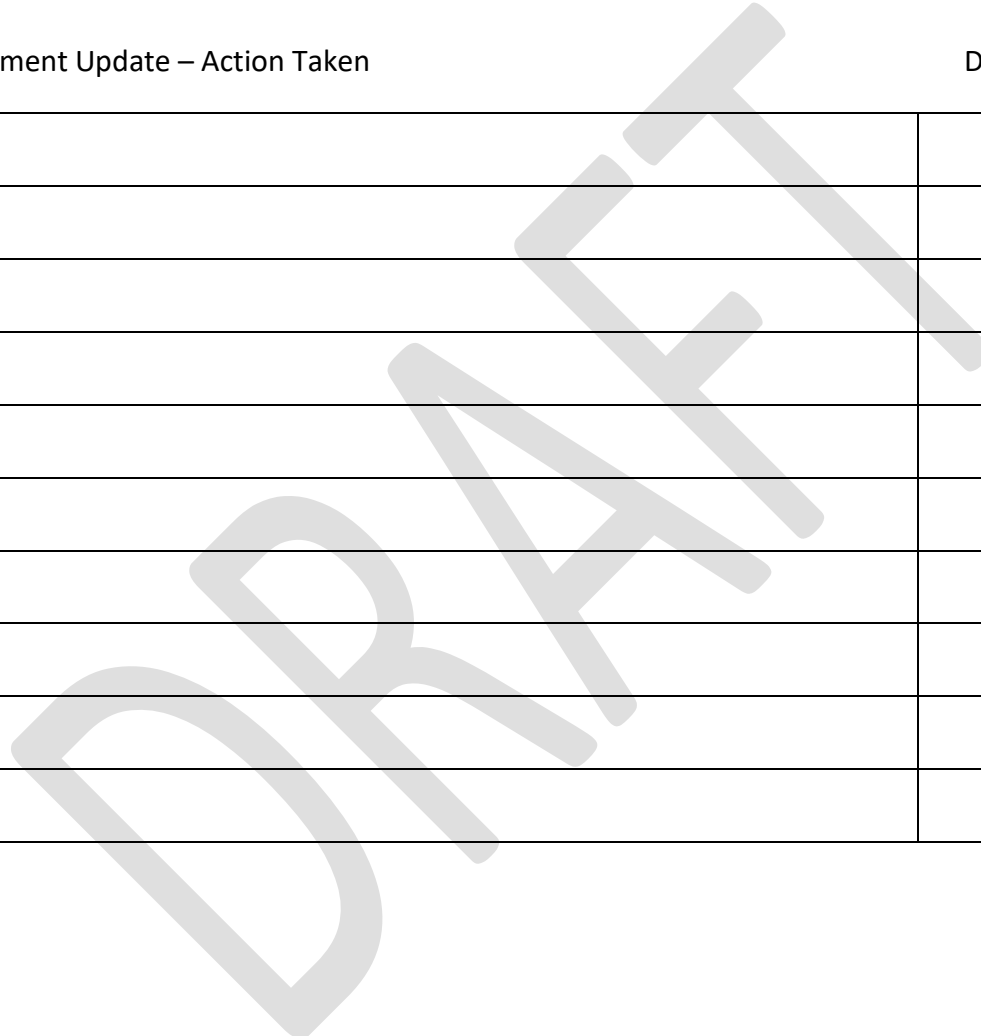
This version of the *Airport Regulations and Minimum Standards* supersedes the previous *Airport Rules and Regulations* document dated December 11, 1963 (Resolution 63-47); February 7, 1978 (Resolution 78-4); February 10, 1982 (AFN 82-858517) Protective Covenants for Richland Airport, and further amended November 9, 1983; and the Aeronautical Development Policy *Minimum Standards for Commercial Aeronautical Activities* dated November 9, 2016.

The Port, its designees and/or Airport Manager, in coordination with commercial aeronautical activity providers, will review the *Minimum Standards* at least every five (5) years.

Document Update – Action Taken

Date of Action

Document Update – Action Taken	Date of Action



## Welcome to the Richland and Prosser Airport!

Richland and Prosser Airports are owned and operated by the Port of Benton (the Port). The Port has adopted Airport Rules and Regulations, Minimum Standards to optimize the economic development opportunities afforded the community while ensuring a safe, and efficient level of operation and services offered to the Public. These Regulations and Standards apply to all Airside and Landside developments at the Richland and Prosser Airports and shall supersede all previous Regulations and Minimum Standards of the Port of Benton.

The Port reserves the right to make any additions or corrections to the Regulations, Minimum Standards, Rates and Fees and Airport forms, which may be considered necessary for the safety of aircraft operations or personnel using the Airports.

In any instance in which the Rules and Standards may be or become inconsistent with industry or Federal Aviation Administration (FAA) Regulations, or any other governmental agency, these rules shall be voided as to the conflict. No part of these Rules and Standards shall be construed as license or authorization to deviate from FAA Regulations.

The Rules are promulgated under the power granted by Washington State Municipal Airports Act of 1941 and 1945, R.C.W. 14.08, which specifically grants the power to the authority to “provide Rules and Regulations and Minimum Standards Governing the Use of Such Airport Facilities.”

The Richland and Prosser Airports are strategically situated in an area ideally suited for economic development and job creation. It is the goal of the Port of Benton to encourage high quality development, continued maintenance and enhancement of facilities, and balanced uses of the airports, including a diversity of based aircraft and businesses. This policy is intended to help enhance the ability of the Port to attract viable, compatible light industrial and commercial development on, and in the vicinity of the airports. This policy will allow full development of the airports with myriad uses while protecting the best location for affordable non-commercial hangar development and commercial use developments, i.e. corporate aviation centers and/or Fixed Base Operators (FBO’S).

Airport property, especially that which has access to the taxiway and runway system, is a limited and valuable resource. Improvements to these areas must therefore be accomplished in an efficient and resourceful manner. All airport property is publicly owned by the Port of Benton and is not available for sale. See Exhibits in Appendix C (Airport Maps – Richland and Prosser Airport). Thus, all development on the airports is on leased property. The policies defined in this document will provide potential applicants with clear and concise information to facilitate the lease application and construction processes, business application, and expectation of Users and Lessee’s.

Please contact the Port of Benton with questions. We look forward to having you as part of our flying community!

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These *Airport Regulations and Minimum Standards*, from time to time referred to herein as *Minimum Standards*, shall be deemed a regulatory measure; and the provisions provided herein shall be for the purpose of operation, regulation, and control of the Richland Airport (RLD) and Prosser Airport (S40), known as “Beardsley Field” and referred to in this document as the “Airport” collectively. The Port reserves the right to update these Minimum Standards from time to time without advance notice.

## Section 1: Definitions

For the purpose of these *Minimum Standards*, the following words, terms, and phrases, when used in this document, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Together with the *Airport Leasing Policies* they provide the Port’s regulatory framework for private and commercial use of the Airport(s).

**14 CFR** Title 14 of the Code of Federal Regulations that pertains to Aeronautics and Space.

**Aeronautics** The science of making and flying aircraft.

**Aeronautical Activity** Any activity 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 is not limited to, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising, surveying, air carrier operations, aircraft sales and service, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an "Aeronautical Activity." The following are examples of what are not considered aeronautical activities: ground transportation (taxis, car rentals, limousines); restaurants; barber shops; storage; auto parking lots.

**Air Traffic Control (“ATC”)** The ATC as established by the FAA includes personnel, equipment, facilities and services provided by the FAA or by other private enterprise business firms under contract to the FAA or the Airport Authority.

**Aircraft** Any vehicle or device, whether now known or hereafter invented, used or designed for navigation through or flight in the air, whether heavier or lighter than air and whether powered or unpowered and subject to regulation by the Federal Aviation Administration.

**Aircraft Operations Area or “AOA”** Those areas that encompass the runways, taxiways, aprons, ramps, and other areas of the Airport intended for use by aircraft for taxiing, takeoff, landing, maneuvering, parking and storage, and the necessary safety areas and clear zones. For the purposes of this document, it shall include such areas under lease to a tenant or lessee on the

Richland and Prosser Airport, that are located within the perimeter fence line of the Airport. This area is considered a restricted area and is off-limits to the general public.

**Airport Property** When capitalized, means all real estate (property, buildings, facilities and improvements within the exterior boundaries of the Airport as depicted by the Airport Layout Plan, together with any other Airports or land which may be acquired or operated, or both, by the Airport), owned by the Port of Benton.

**Airport Layout Plan** means the plans and scale dimensional drawings for the Airport, as such now exists or hereafter shall be developed, which indicate current and proposed usages for each identifiable segment of the Airport, as adopted and approved by the Commission and the Federal Aviation Administration (FAA).

**Airport Master Plan** means the study used to determine the long-term development plans for the airport which is approved by the Port Commission, city, state, federal, FAA and WSDOT.

**Applicant/Operator** means any individual person, sole proprietorship, general or limited partnership, corporation, trust or unincorporated association making application for, leasing, or in any other way using any facility or portion of the land at the Airport. Either an FBO, or SFBO, that possesses either a lease or Operating Permit.

**Avgas** Aviation fuel used in aircraft (100LL)

**Commercial** That which relates to the exchange, trading, buying, hiring or selling of commodities, goods, services, or tangible or intangible property of any kind, or any revenue-producing activity on the Airport.

**Concessionaire** A person or business that has been given the right to sell something on property owned by someone else. A person or business that has been given a concession.

**Department of Homeland Security (DHS)** A cabinet department of the Federal Government that is responsible for the public security of the United States and its citizens.

**District** means the appointed geographic area constituting the Richland and Prosser Airport(s).

**Employee** means any person who furnishes services to the Port, or to any applicant/operator or lessee of the Airport or any owner of any aircraft on the Airport, including services performed in the furtherance of interstate commerce, which are performed for wages or under any written or oral contract calling for the performance of personal services, whether express or implied, in exchange for any valuable consideration. Every employee shall be subject to the provisions of Titles 50 and 51 of the Revised Code of Washington and shall behave in conformity with Internal Revenue Service Regulations and Rulings which define an individual's status as an "employee".



**Exclusive Right** means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights would be an exclusive right.

**FAA** The Federal Aviation Administration of the United States Department of Transportation (USDOT) or any successor agency or administrative authority thereto established by the Federal Aviation Act of 1958.

**Federal Grant Assurances** A set of contractual obligations between an airport sponsor (Port of Benton) and the federal government designed to ensure that the airport sponsor operates and maintains the airport for aeronautical purposes.

**Fixed Base Operator or FBO** means any person, business entity, or agent thereof, licensed to conduct business in the State of Washington for the purpose of maintaining facilities at the Airport and providing any or all of the commercial aeronautical activities enumerated below:

1) engaging in the retail sale of aviation fuels; 2) performing other aircraft line services and minor repairs; and 3) providing two specialized services as specified in Section 3.7 of these Minimum Standards. In addition to those required services, the FBO may provide any of the services of a Specialized Fixed Base Operator. 4) flight training; 5) rentals and sales of aircraft; 6) sales of aircraft parts; and 7) sales and repair of avionics.

2) **Limited Service FBO” or Special Aviation Service Operation (SASO)** means any FBO which provides one or more of the aeronautical services listed in Paragraph 1.M(1) above as a limited or specialized commercial aeronautical activity but which does not meet the minimum leasing requirements for a Full Service FBO as defined above.

**Flying Clubs** Those non-profit entities (corporations, associations or partnerships) organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment. (See FAA AC No 150/5190-5/1.)

**Foreign Object Debris (FOD)** Any object, live or not, located in an inappropriate environment that has the capacity to injure Airport or air carrier personnel and damage aircraft.

**Free Speech, Religious Activity, or Speech Activity** the distribution of literature, the seeking of petition signatures, picketing, demonstrating, the displaying of signs, solicitation of funds for First Amendment protected free speech and religious purposes, conducting of surveys or otherwise communication or attempting to communicate information to members of the public.

**Fuel Servicing Vehicle** Any motor vehicle used for transporting, handling or dispensing aviation fuels, oils or lubricants.

**Fuel Storage Area or Fuel Farm** Those facilities where aviation fuel and other types of fuel are stored. These facilities must be in areas designated, inspected and approved by the Executive Director or their designees and meet minimum standards for the safe storage and handling of fuel.

**General Aviation (GA)** All categories and types of aviation/aircraft in the U.S. except for certified air carriers (under 14 CFR Part 121), Unmanned Aerial Systems/Unmanned Aerial Vehicles (under 14 CFR Part 107) and Department of Defense Military Aviation/Aircraft.

**Ground Vehicle Operating Rules and Training Handbook** The document drafted by Airport staff, approved by the Executive Director and Airport Manager, and administered by Airport staff to all persons seeking to drive personal or company vehicles on the AOA.

**Hazardous Substances** Any and all material, waste, chemical, compound, substance, mixture or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under any Environmental Laws and Requirements as a “hazardous constituent,” “hazardous substance,” “hazardous material,” “extremely hazardous material,” “hazardous waste,” “acutely hazardous waste,” “hazardous waste constituent,” “infectious waste,” “medical waste,” “biohazardous waste,” “extremely hazardous waste,” “pollutant,” “toxic pollutant” or “contaminant.” The term “Hazardous Substances” includes, without limitation, any material or substance which is (i) hexavalent chromium; (ii) pentachlorophenol; (iii) volatile organic compounds; (iv) petroleum; (v) asbestos; (vi) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321); (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); or (ix) designated as a “hazardous substance” pursuant to the Washington Model Toxics Control Act, RCW 70.105D.010 et seq.

**Improvements** Includes, without limitation, any buildings, hangars, paved areas such as parking lots, ramps, or aprons, or other alterations constructed or installed by an Operator or the Port on Port-owned premises.

**International Fire Code (IFC)** Current fire code adopted by the State of Washington.

**Jet A** A specific type of jet fuel.

**Landside** Area of the Airport open to the public prior to security gates/checkpoint.

**Lease** A Board of Commission approved agreement regarding acquisition of the right to use and occupy ground or building space at the Airport.

**Lessee** Means any person with a lease to occupy space at the Airport.

**Licenses and Permits** Any person or business entity proposing to conduct any commercial aeronautical activity at, on or from the Airport shall obtain all federal, state and local permits, licenses and contracts as are applicable and required for the proposed type of activity before entering into any lease or operating agreement with the Airport.

**Major Repair/Alterations** This definition applies only to aircraft. Major repairs or alterations are repairs or alteration that if improperly done might appreciably affect weight, balance, structural strength, performance, power plant operation, flight characteristics, or other qualities affecting airworthiness; or that is not done according to accepted practices or cannot be done by elementary operations as outlined in 14 CFR Part 43 Appendix A.

**Main Runways**

- 1) Richland Airport (RHLD): Runway 1/19 (4,009 x 75sf), Taxiway A;
- 2) Richland Airport (RHLD): Runway 8/26 (4,000 x 100sf), Taxiway B
- 3) Prosser Airport (S40): Runway 8/26 (4,000sf x 75sf), Taxiway A

**Manufacturing** Making or processing a product.

**Minimum Standards** means the requirements established by the Commission to be met as a condition for grant of right to any lessee or applicant/operator to conduct any commercial aeronautical activity at, on or from the Airport. In all cases, the Commission must ensure that in changing minimum standards for whatever reason, it is not applying unreasonable standards or creating a situation that will unjustly discriminate against other similarly situated aeronautical service providers.

**National Fire Protection Association (NFPA)** Aa United States Association establishes and updates fire protection and prevention safeguards and publishes national fire codes, standards, manuals, and recommended practices.

**National Transportation Safety Board (NTSB)** An independent U.S. Government Investigate Agency responsible for civil transportation accident investigation.

**Notice to Airmen (NOTAM)** as issued by a representative of the FAA, the Fixed Base Operator (FBO), Airport Manager or other authorized Port representatives, is a notice to alert aircraft pilots of potential hazards at or along flight routes or locations that could affect the safety of a flight.

**Operating Permit and Agreement** A permit issued by the Port to a sublessee desiring to conduct a commercial aeronautical business, or otherwise construct a building on the Airport for the purposes of aircraft storage.

**Owner** The registered and/or legal owner of an aircraft according to the files and records of the FAA.

**Permit** Administrative approval by the Port of Benton to a person or company to conduct a commercial aeronautical activity, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

**Person** Any individual, firm, partnership, corporation (including non-profit corporations), company, association, joint-stock association, or governmental entity. (Includes a trustee, receiver, assignee, employee, or similar representative of any of them).

**Port** means the Port of Benton, Washington, and various properties and facilities that it owns and governs, including the Richland and Prosser Airport.

**Premises** A defined area on the Airport that the Port has either leased to an Operator or has granted the Operator the preferential right to use, by lease or other written agreement to provide its Commercial Aeronautical Services.

**Privately-owned Aircraft** means Aircraft owned individually, by a partnership, or by a non-profit club or corporation in which each member must be a bona fide owner of a part of the aircraft or of ashare in the corporation. The aircraft shall be owned and operated for personal, non-revenue transportation.

**Ramp** An area so designated and used for the parking, maneuvering, loading, unloading, or servicing of aircraft while they are on the ground.

**Reserved Rights** The Port of Benton reserves the right to further develop or improve the aviation facilities of the airports as it sees fit, regardless of the desires or view of the User or Lessee, and without interference or hindrance. The Port reserves the right, but is not obligated to User or Lessee, to maintain and keep in repair the landing area of the airports and all publicly owned facilities of the airports, together with the right to direct and control all activities in this regard.

**Revised Code of Washington (RCW)** The compilation of all permanent laws now enforced in Washington State.

**Rules and Regulations** the written statements of administrative policy and procedure which have been formally adopted from time to time and declared by the Commission to be in effect and order to protect the public health, safety, welfare and public interest in the Airport and its associated operation as well as any adopted state or local ordinances or laws. Any terms not defined here shall have the meaning defined in Merriam-Webster's Unabridged Dictionary, latest edition.

**Runway** An area of the airport developed and improved for the purpose of accommodating the landing and take-off of aircraft.

**Road** All areas designated as public use roads or streets for the exclusive use of ground vehicles, including ways open to the public, but shall not include any such areas under lease to a tenant or lessee on the Airport.

**Self-Fueling and Maintenance** It is clearly understood that no right or privilege will be granted that would operate to prevent any person, firm, or corporation operating aircraft on the airports from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. Mobile fuel trucks and trailers (or other similar setups) shall be required to have a direct, signed Agreement with the Port of Benton that shall include environmental controls and insurance requirements.

**Specialized Aviation Service Operation (SASO)** As defined by the FAA, SASOs are single-service providers or special fixed-base operators performing less than full services. These types of companies differ from a full service FBO in that they are typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services, for example.

**Specialized Fixed Base Operator (SFBO)** A person maintaining facilities at the Airport for the purpose of providing at least one of the following services: 1) flight instruction; 2) airframe and power-plant maintenance and repair; 3) aircraft charter and taxi service; 4) aircraft rental; 5) avionics maintenance and sales; 6) aircraft storage and hangar services; 7) aircraft sales; 8) specialized aircraft repair services (radios, upholstery, propellers, instruments, accessories, etc.); 9) specialized commercial flying services; or, 10) manufacturing activities. Aircraft fueling may not be performed as a specialized aviation service; only those operators that provide the minimum services required for an FBO will be authorized to perform aircraft fueling.

**Sublessee** A person with a Port Commission approved Operating Permit and agreement for land and/or building space leased from another person or entity on the Airport. All sublessees must possess an approved Port of Benton Operating Permit before using the leased land or building space unless otherwise approved by Airport Management.

**Taxilane** An area of the Airport developed and improved for the purpose of maneuvering aircraft between taxiways and aircraft parking positions.

**Taxiways** All areas designated as public use taxiways and for the exclusive use of aircraft movement while on the ground but shall not include any such areas under lease to a tenant or Lessee on the Airport.

**Tenant** An entity having a written lease, rental agreement, or other agreement with the Port which grants that entity certain rights and privileges on the airport.

**Tenant Site Plan** A scaled, dimensional layout indicating current and proposed usage of the

site. At a minimum, this plan shall show and identify the following: 1) existing or proposed leased premises; 2) space required to comply with the requirements of these Standards for the type of activity to be conducted; 3) aircraft and motor vehicle parking areas adequate for the type of activity to be conducted; 4) area landscaping and beautification; and 5) security fencing separating the aviation area from the public access area (airside/landside) and an adequately detailed building plan showing the location and manner in which the structure is situated so as to comply with and promote safety, security, and operational requirements.

**Through-the-Fence** The Port prohibits any development that would allow access to the Airports by aircraft from private property adjacent to the airport (aka Through-the-Fence) except in compliance with Sec. 136 of Public Law 112-95. No “residential through-the-fence” access will be permitted or allowed at Richland or Prosser Airports.

**Tower or FBO Command Center** The control and authority established by the FAA for the control of aircraft and motor vehicle traffic on the Airport Operations Area (AOA) and the control of aircraft in the airspace above and within the Richland and Prosser Airport (Class \_\_\_) Control Zone.

**Undeveloped Areas** All the land on the Airport except that defined as AOA and roads, and excepting that land legally used by or under lease or tie-down agreements.

**Unmanned Aerial/Aircraft Systems (UAS)** Describes all of the components that are required to operate a UAV. Users must follow all FAA requirements (14 CFR Part 107).

**Unmanned Aerial Vehicle (UAV)** Describes the actual vehicle that flies, such as a drone or remote-control aircraft, piloted by remote control or onboard computers. Users must follow all FAA requirements (14 CFR part 107).

**WAR OR NATIONAL EMERGENCY:** It shall be understood that during a time of war or national emergency, the Port shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

**Washington Administrative Code (WAC)** The compilation of current and permanent rules and regulations of Washington State agencies.

## Section 2: Standards

## **2.1 In General**

### **2.1.1 Purpose**

These *Minimum Standards* are intended to provide for the development and control of aeronautical activities at Port of Benton, as may be necessary for promoting the public safety, the preservation of facilities, compliance with federal regulations, and the protection of the public's interest.

### **2.1.2 Scope**

The Airports are owned and operated by the Port of Benton. All users, customers, and visitors of the Airport shall be governed by these *Minimum Standards* and the Regulations of the Federal Aviation Administration. Should any part of these *Minimum Standards* conflict with federal, state, or local government law or ordinance, then such federal, state, port or local authority shall take precedence.

### **2.1.3 Description of Property and Facilities**

General Information Inserted Here for both Airports/Runways, elevations etc. (location)

Airport lighting consists of a rotating beacon, medium intensity runway lighting, runway end identifier lights, and precision approach path indicators. A non-directional radio beacon (NDB) is available for navigational purposes.

### **2.1.4 Authority of the Port**

- a. The Port Commission has the authority to:
  1. Enter into Leases, Licenses, Operating Permits, and other written agreements between the Port and persons at the Airport and enforce the same.
  2. Modify this document, and such other policies, rules, and regulations established by the authority of the Port Commission which apply to the Airport.
  3. Enforce those temporary restrictions established in accordance with a federal, state, or Port and city mandated activity or plan, or as may be required to safeguard people, aircraft, equipment, or property at the Airports.
  4. Comply with those responsibilities levied on the Port by the federal or state governments that apply to Airport management.
  5. Delegate to the Executive Director and/or Airport Manager the authority deemed necessary for effective and efficient management of the Airport.
- b. The Airport Manager, with Executive Director, legal and Commission approval, reserves the right to revise, delete, amend, or add to any of these *Minimum*

*Standards* at any time.

- c. The Airport Manager, with Port Commission approval, may establish all necessary fees and charges, and those terms and conditions it deems appropriate and applicable to Airport use.

### **2.1.5 Acceptance of Standards by Use**

The use of the Airport or any of its facilities shall constitute acceptance of these *Minimum Standards* and creates an obligation on the part of the user to abide by and obey these *Minimum Standards*. Exceptions to these *Minimum Standards* may be negotiated between the Port, and any existing or prospective tenant.

### **2.1.6 Availability of Standards**

The Airport shall keep a current copy of these *Minimum Standards* and shall publish the most recent version on the Port of Benton's website.

### **2.1.7 Violations of Standards**

- a. Persons violating these Standards may be deprived of use of the Airport, and may be promptly expelled from the Airport by or under the authority of the Executive Director and/or Airport Manager.
- b. Any person expelled from the Airport shall be given notice of such expulsion and a right to appeal. Any appeal from the expulsion shall be directed to the Port Legal Counsel of the Port of Benton in writing. Such written appeal shall state the reasons why the expulsion should be removed, modified, or set aside. The Port Legal Counsel shall rule upon the appeal within ten days of receipt of the appeal, but may establish an appeal hearing within ten days, and in that event shall have ten days after the hearing to render a decision. Any party aggrieved by the Port's Legal Counsel decision may appeal the decision to the Port Commission within twenty days of the Port Legal Counsel decision.

### **2.1.8 Agreements Required for Special Uses**

The Airport Manager may authorize an interim or emergency agreement to occupy or use Port-owned improvements and infrastructure by appropriate public agencies. Examples of situations that may be suitable for such authorizations are military or law enforcement activities. Other examples may include the temporary occupation of Airport areas by government agencies during natural disasters, or for aircraft accident investigations.

### **2.1.9 Liability of Port for Injury**

The Port of Benton as sponsor of the Richland and Prosser Airport assumes no responsibility for any injury to persons or damage to persons' property by reason of fire, theft, vandalism, storm, flood, earthquake or other natural or human-made disasters.

### **2.1.10 Anti-Harassment**

The Port of Benton is committed to maintaining a work environment that is free from



discrimination and harassment. In keeping with this commitment, the Port will not tolerate harassment of Port employees, Commissioners, consultants, or contractors by anyone, including any volunteer, vendor, client, tenant, or customer of the Port.

- a. Definition of Harassment. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, including slurs, comments, gestures, jokes, innuendos, touching, pictures, cartoons, pranks, and unwelcome compliments, that: (1) is based upon gender, color, race, ancestry, religion, national origin, age, physical or mental disability, medical condition, veteran status, citizenship status, sexual orientation, or other protected group status; and (2) creates an intimidating, hostile, or offensive working environment, or unreasonably interferes with an individual's work performance or employment opportunities. Sexual harassment is a type of harassment that occurs when the types of conduct described above are sexual in nature or directed at a person because of his or her gender.
- b. Should unwelcome harassment occur, the Port reserves the right to refuse to do business with the harasser. Harassment constitutes a violation of the minimum standards, and all rights and provisions of this Section 2.1 shall apply.

## **2.2 Commercial Activities**

- a. All legal commercial aeronautical activities which can be accommodated at the Airport shall be authorized in accordance with the federal grant assurances signed by the Port.
- b. Any person engaged in furnishing services to the public shall furnish those services on a fair, equal, and not unlawful discriminatory basis to all users, and shall charge fair, reasonable, and not unlawful discriminatory prices for each unit of service, but may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. All commercial aeronautical activity at the Airport shall be conducted under one of the following conditions:
  1. Persons shall enter into a lease or obtain an Operating Permit, at those terms and conditions established by the Port Commission, before beginning the conduct of any commercial aeronautical activity, unless otherwise approved by the Executive Director and Airport Manager.
  2. FAA Certified Flight Instructors based at Richland and Prosser Airport(s) may provide flight instruction for hire provided that:
    - i. They register with the Port of Benton Office and provide appropriate FAA certificates, possess current Washington State and Port of Benton Business Licenses (unless employed by operators at the Airport), and obtain the appropriate level of insurance listing The Port of Benton as an "Additional

- Insured” on the insurance certificate; and
- ii. They conduct such examinations or flight training at public-use areas or areas under control of Tenants.

## **2.3 Aircraft Operations**

### **2.3.1 Compliance with Rules and Regulations**

- a. No person shall navigate, land, fly, service, move, maintain, manufacture, or repair any aircraft, or conduct any aeronautical activities, upon, on, or from the Airport other than in compliance with current FAA rules and regulations established under federal authority, including all current air traffic rules as established by the Airport and FAA and controlled by the Port of Benton and all other current federal, state, county Port, and City rules and regulations, including those *Minimum Standards* established from time to time by the Port Commission.
- b. The *Air Traffic Rules* as established by the FAA and currently in effect are hereby adopted and made a part of these *Minimum Standards* as if the same and each were set forth herein.
- c. Aircraft based at a Port of Benton Airport must register annually with the Washington State Aviation Division in compliance with state law.

### **2.3.2 Special Aircraft**

- a. A person or entity looking to operate any lighter than air device, glider, airship, or home-built experimental aircraft must comply with the following conditions to operate from a Port of Benton Airport:
  - 1. Hot Air balloons, lighter than air devices, gliders, and other airships must have prior written permission from the Executive Director and/Airport Manager or his/her designee before commencing operation.
  - 2. An Operator who wants to bring in an aircraft via a truck or trailer to operate from the Airport must rent or purchase a tie-down spot or hangar from the Port of Benton or any other business on the field before commencing operation. That Operator must use only the purchased or rented tie-down or hangar space for the loading and unloading of their aircraft.

### **2.3.3 Two-Way Radio Required**

Unless otherwise approved by the Airport, Air Traffic, two-way radio communication with the Port of Benton Fixed Base Operator (FBO) (when in operation) is required for all aircraft movements on the Airport Operations Area including, but not limited to, aircraft in tow.

### **2.3.4 Aircraft on the Ground**

- a. Navigation lights shall be lighted on all aircraft moving on the taxiways and ramps of the Airport from dusk to daylight.
- b. No aircraft may be operated at the Airport unless it is equipped with satisfactory and operable brakes (except non-amphibious floatplanes and helicopters).
- c. Aircraft shall be stored and repairs made only on the leased sites where permitted.
- d. All aircraft shall be properly secured. The securing of aircraft shall be the sole responsibility of the owner or operator of the aircraft, and the Airport and its officers, employees and agents shall not be held responsible for damage caused by aircraft.
- e. The Airport Manager may delay or restrict any flight or other operations at the Airport for any emergency or other cause, the ramifications of which indicate danger to the public or impending violation of *Minimum Standards* applicable to such flight or other operations.
- f. No aircraft shall be operated in such a manner or in such places, in front of or near hangars, shops, buildings, personal property, or persons, that they are affected by the propeller slipstream or jet blast and that the operation creates a hazard or a nuisance.
- g. Except for aircraft in the control of authorized maintenance shops, no aircraft engine shall be started or run unless a licensed pilot or mechanic is attending the controls and paying full attention to the activity.

### **2.3.5 Aircraft Parking**

- a. Except for parking and servicing of aircraft where permitted on public use ramps, parking for all aircraft of any Operator, user, tenant or its patrons, invitees, employees and others shall be on and within leased premises.
- b. Transient aircraft shall only park in designated transient parking areas. Transient tie-down parking is on a first come, first served basis. Transient parking in other than designated transient parking areas on public use ramps or other areas may be approved by the Airport Manager or his/her designated representative, and aircraft shall park in accordance with the assignment. Transient parking shall be free for the first 72 hours, unless signage at the site indicates otherwise. Fees will be assessed to transient aircraft if they are continuously located on the Airport longer than 72 hours.
- c. Non-airworthy aircraft, or parts thereof, shall not be parked or stored anywhere on the Airport, including leased sites, unless awaiting bona fide scheduled repairs by a bona fide commercial aeronautical activity on the Airport, unless express written authority is granted by the Airport Manager.

### **2.3.6 Disabled Aircraft**

- a. Each aircraft owner, or his pilot or agent, shall be responsible for the prompt removal of

disabled aircraft and parts thereof unless required or directed to delay such action pending an investigation of an accident.

- b. Should pilots, owners, or agents authorize Airport employees or FBOs to remove disabled aircraft from runways, ramps, taxiways, or other operational or undeveloped areas on the Airport, charges will be made for equipment and labor at currently established prices and rates. Neither the Airport, the FBO(s), nor the Port of Benton will accept liability for removal of such aircraft.

### **2.3.7 Minimizing Airport Noise Pollution**

- a. Pilots are encouraged to follow the *Voluntary Noise Abatement Procedures* when it is practical and when they are able. Noise abatement procedures are available at the Port of Benton's main office, in many Airport businesses, and on the Airport page of the Port of Benton's website.
- b. Pilots are encouraged to voluntarily refrain from performing "stop and go" and/or "touch and go landings," (i.e., an operation by an aircraft that lands and departs on a runway without exiting the runway), from 10:00 p.m. to 7:00 a.m.

## **2.4 Airport Safety**

### **2.4.1 Emergency Response Not Limited**

No restriction in this chapter shall be construed by any person as direction to prevent assistance by any person to any other person in the event of an emergency.

### **2.4.2 Restricted Areas**

The Airport perimeter fence separates the AOA from those areas open to the general public and considered public areas. The perimeter fence around the AOA is posted "No Trespassing." No person shall enter the area bounded by the perimeter fence, or the enclosure of any petroleum, oil or lubricant area, or into any utility or service room, or any other area designated by the Airport Manager as "Restricted Access," except:

- a. Persons authorized by the Airport Manager, i.e. transient pilots, tenants or their patrons, invitees, employees, or contractors.
- b. Persons normally employed within the AOA or assigned duty therein.
- c. Persons authorized entry to those areas by the terms of a written lease or Operating Permit with the Port, or their bona fide guests and invitees when accompanied by the Airport tenant.
- d. Air taxi and air ambulance passengers under the supervision of the appropriate air taxi or

ambulance Operator.

### 2.4.3 Public Responsibility for Security and Safety

- a. No person other than those in aircraft operating on the Airport or in vehicles authorized to service or support such aircraft, i.e. transient pilots, tenants, or their patrons, invitees, employees, or contractors, shall enter the AOA. All persons accessing the AOA shall carry suitable photo identification.
- b. Each person passing through a gate to enter the AOA shall close and secure the gate immediately after passing through, and immediately report any inoperable gate or damaged fencing to the Airport Manager.
- c. Unless otherwise approved in writing by the Airport Manager, persons who have been provided with either a code or access device for the purpose of obtaining access to the Airport shall be the sole user of said Airport-issued access code/device and shall not duplicate, divulge, or otherwise distribute same to any other person.
- d. No person shall trespass upon the Airport within the runway or taxiway safety areas.
- e. No person shall tamper with, intentionally damage, or remove any sign, windsock, light, or marker on the airside of the Airport; unlawfully move or remove any junction box, valve or manhole cover from its normal position; or interfere with the performance of duties by air traffic control personnel or Port employees on the Airport. No person shall tap into any utility within the Airport that they are not paying for within their Lease Agreement, i.e. electricity, water, sewer.
- f. No person shall place or abandon any object or living thing, other than an aircraft operated in accordance with Federal Aviation Regulations, upon any taxiway, runway, public apron, or safety area, without the written permission of the Airport Manager.
- g. No person shall place or paint any mark upon any pavement on the Airport without the written permission of the Airport Manager.
- h. Any person observing a condition or hazard that would jeopardize life, health, public safety, or damage to property or the environment, should report it to the Port of Benton's Administration Office.

### 2.4.4 Accidents and Incidents on the Airport

- a. Any person who learns of or responds to an aircraft accident or incident occurring on the Airport that has the potential to impact the safety of Airport users shall immediately report the event to the Fixed Base Operator (FBO) or Port of Benton, the City of Richland or Prosser Fire Department, and the Airport Manager during business hours. After hours, accidents or incidents requiring an emergency response shall be reported to the City of Richland/Prosser Fire Department via 911. **If calling from a cell phone, caller should ask to**

**be connected directly to \_\_\_\_\_ Dispatch for a Richland or Prosser emergency/incident.** (Failure to do so will result in the call being reported through the \_\_\_\_\_ dispatch center, resulting in a slower response time by the proper authorities.)

- b. Any person involved in or witnessing any accident on the Airport, shall report said accident immediately via 911 (see above) and the Airport Manager's Office.
- c. In case of an aircraft accident or incident on the Airport, the Airport may be closed to the general public during rescue operations or accident investigations.

#### **2.4.5 Public Use of Facilities within the AOA**

- a. The driver of any motor vehicle operating within the AOA shall be subject to the provisions of the *Ground Vehicle Operating Rules* (GVOR) handbook. The GVOR is available at the Port of Benton Office. All drivers of motor vehicles within the AOA must have read the GVOR handbook and have been issued an access card. Drivers not meeting these requirements must be accompanied by a person meeting these requirements.
- b. Use of taxiways, runways, and safety areas by pedestrians, or persons operating bicycles or other non-motorized vehicles, is prohibited.
- c. No person shall obstruct the normal operations of any aircraft in such a way as to make the pilot of that aircraft take evasive action to prevent an accident, or in such a way as to cause an accident.
- d. No person under the influence of alcohol or narcotic drugs shall be allowed within the AOA. Liquor shall not be consumed in any public area on the Airport except in those places of business in possession of a valid Washington State Liquor Control Board Permit.

#### **2.4.6 Public Use of Roads, Walks and Facilities Outside the AOA**

- a. Vehicles shall not be parked on the Airport other than in the manner and at parking areas indicated by posted traffic signs and curb markings.
- b. Personnel employed on the Airport, including employees of tenants, lessees, and sublessees, shall park only in designated employee parking areas.
- c. All pets on the AOA shall be on a leash or under other secure restraint. Any unrestrained pet or domestic animal found will be immediately removed and will be subject to impoundment by the appropriate animal control authority.
- d. The driver of any motor vehicle on the Airport outside the AOA shall comply with all rules regulating the use of such vehicles on the Airport as directed by the Port and city traffic code and the following:
  - 1. No vehicles or motorized equipment shall be operated on areas not designated for vehicular traffic, except those authorized by the Airport Manager.

2. All motorized and non-motorized vehicle operators and pedestrians shall conduct themselves in accordance with all posted signs, pavement markings, and rules of the road.
3. No motor vehicle, motorized equipment, trailer, or other equipment or vehicles designed for operation upon the public roadways, except approved construction equipment, shall be parked or stored longer than 24-hours on any area of the Airport except as approved by the Airport Manager.

#### **2.4.7 Orderliness, Waste Storage and Disposal**

- a. All storage of toxic and hazardous materials and waste identified as such by the Port and City's Fire Code, or state or federal environmental statutes or regulations, shall be protected from inadvertent public access. All such storage shall be in accordance with the Port and city Fire Code and all applicable state and federal statutes and regulations.
- b. Airport tenants shall keep and maintain the buildings, structures, parking areas, landscaping, signs, and other improvements to the Airport under their care or control in an orderly and well-maintained condition.
- c. All rubbish, trash, garbage, debris, or other waste shall be placed in covered receptacles ordinarily used for such purposes. No storage of trash or rubbish is permitted outside hangar. All Operators/Tenants agree to comply with and abide by waste reduction and recycling strategies implemented by the Port of Benton and as suggested by the FAA.
- d. Airport users shall not dispose of any waste, nor leave any waste unattended on the Airport, unless the waste is properly stored while awaiting pick-up from the City's Solid Waste contractor. Temporary exceptions to this requirement may be approved in writing by the Port and/or Airport Manager.

#### **2.4.8 Fuel Storage and Fueling**

The following sets forth the Airport's fuel storage and fueling requirements per the National Fire Code and as adhered to by the Port of Benton and City of Richland/Prosser.

- a. Storage:
  1. The location of fixed fuel storage tanks shall be established by a written agreement between the tank owner, the Port, City Fire Department, and the Port Commission.
  2. The use of mobile or portable tanks for the storage of aircraft fuel or other flammable or combustible liquids shall be in accordance with applicable fire codes and under permit from the Fire Department. Storage of fuel in mobile tanks, trailers, or trucks is prohibited, unless such trucks or mobile tanks are secured, when not in use, within approved containment or another location specified in a written agreement between

the Port, Airport Manager and the mobile tank owner.

3. No person shall store more than fifteen (15) gallons of fuel in Airport-leased hangars except in fuel tanks incorporated within aircraft. No person shall store fuel in other buildings and hangars located on the Airport except in approved containers in areas specifically approved for such storage by the Airport Manager (see section 3.7.a).

b. Fueling:

All fueling operations shall conform to the provisions of the National Fire Protection Association, Inc., NFPA Manual 407, *Aircraft Fuel Servicing*, and the Port/City's Fire Code. A copy of the current version of the manual is available at the Port of Benton's Office. It is the responsibility of those engaged in fueling aircraft to ensure compliance with those provisions and the following:

1. During aircraft fueling, the dispensing apparatus and the aircraft must be bonded in accordance with local, state, and federal codes and Uniform Fire Code standards.
2. No person may park fuel servicing vehicles within 50 feet of a building.
3. Fuel storage areas will be properly posted with warning placards as required by the Port, or city Fire Department and/or Airport Manager.
4. No person may fuel or defuel an aircraft in a hangar or other enclosed space.
5. During the fueling or defueling of an aircraft no person may use any material that is likely to cause a spark or be a cause of ignition within 50 feet of that aircraft.
6. Each person engaged in fueling or defueling shall ensure that each hose, funnel, or appurtenance used in the fueling or defueling of an aircraft shall be maintained in a safe, sound, and non-leaking condition and shall be properly bonded to prevent the ignition of volatile liquids.
7. Each person engaged in fueling or defueling shall exercise care to prevent the overflow of fuel, and must have readily accessible absorbent materials and adequate fire extinguishers.
8. Each person engaged in fueling or defueling shall ensure that each fueling vehicle, fuel station, or self-fueling facility must maintain an adequate supply of fuel absorbent material.

#### **2.4.9 Fire Regulations**

- a. All construction or alterations of buildings, structures, and shelters shall be done in conformance with all applicable building and fire codes, and with approval of the Port Commission, Port legal and Airport Manager.



- b. Aeronautical service providers and users of Airport property shall submit to Fire Department inspections of buildings and storage areas, given reasonable advance notice.
- c. All Airport users and service providers need appropriate permits from the Port, city, Fire Department for any activities regulated by the City's adopted Fire Code.
- d. No person shall keep or store any flammable liquids, gases, or other similar materials in the hangars or in any building on the Airport, except that such materials may be kept in an aircraft in the proper receptacles installed for such purposes or in rooms or areas specifically approved for such storage by the Executive Director, legal or Airport Manager and the Fire Department.

#### **2.4.10 Explosives and Flammable Materials**

No person shall:

- a. Carry on their person or store in any hangar on the Airport any explosives or other flammable materials in any manner other than permitted by law.
- b. Store in any aircraft located on the Airport any explosives or flammable materials, except for FAA approved survival equipment, including but not limited to, ammunition, fuel and lubricating oils, except in appropriate containers located in aircraft and provided for such purposes as permitted by current code of Federal Aviation Regulations.

#### **2.4.11 Removal of Abandoned Property or Property Posing a Potential Hazard**

- a. The Airport Manager, or his/her authorized representative, may remove from any area of the Airport, including leased premises, any motor vehicle, aircraft, or other property which causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport or a significant portion thereof. The expenses of such removal and any storage fees shall become a lien chargeable to the owner of the property. The owner shall be notified of the removal and storage of the property in writing.
- b. The removal from any area of the Airport, including leased premises, of any motor vehicle, aircraft, or other property constituting a nuisance or which is disabled, abandoned, or in violation of this document, but which does not cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport or a significant portion thereof, shall be accomplished in accordance with the procedures set forth in RCW 7.48, and RCW 14.08.122, or other applicable laws and regulations.

### **2.5 Airport Charges**

Charges shall apply to all tenants leasing ground, hangar, office or building space from the Port as outlined below.

### **2.5.1 Ground Lease**

- a. Physical improvements may be constructed on leased property at the expense of the tenant, provided the location and type of construction has prior written approval of the Executive Director, Airport Manager or Port Commission, including but not limited to Port permitting requirements, and will be in accordance with the terms and conditions of the lease.
- b. Tenants must, at all times, maintain leased ground areas and physical improvements in good condition and in conformity with the Port's *Airport Leasing Policies* and any other requirements that may be imposed by the Port.
- c. Utilities and other services which may be required by the tenant in the rental area shall be paid for by the tenant unless otherwise provided.
- d. Prompt payment for ground leased on Richland and Prosser Airport(s) shall be made in accordance with the terms and conditions of the lease.
- e. Ground Leases shall – [insert language relating to footprint, apron, etc to define space to be paid for]

### **2.5.2 Hangar, Building, Office and Tie-down Leases — Port-owned**

- a. Hangar, building, office, and tie-down space in or on Port-owned facilities will be leased or rented based upon the Port's *Airport Leasing Policies* and rental rates and terms established from time to time by the Port of Benton.
- b. Tenants must, at all times, maintain physical improvements in good condition and in conformity with the requirements of the Port's *Airport Leasing Policies*. No improvements or physical changes in the area leased or rented shall be made without prior written approval of the Executive Director and/or their designee and Airport Manager.
- c. Prompt payment for space rented or leased on the Port's Airport shall be made in accordance with the terms and conditions of the lease.
- d. Aircraft using Port-owned facilities or tie-down areas shall be registered with the Port, Airport Manager or their designee and the Aviation Division of the Washington State Department of Transportation, unless that aircraft is exempt from registration.

## **2.6 Miscellaneous**

### **2.6.1 Certificates of Insurance**

Lessees, required by lease, Agreement, or Standards to provide insurance, shall keep current Certificates of Insurance on file at all times with the Port. The Port shall be named as additional insured. The insurance certificate shall provide for a forty-five (45) days' prior written notice of cancellation of the insurance policy.

## 2.6.2 Flying Clubs

- a. Flying clubs may operate at the Airport only upon compliance with the following requirements:
  1. A flying club must be organized as a nonprofit association chartered for the purpose of operating aircraft for pleasure, developing skills in aviation, and developing an awareness and appreciation of aviation requirements and techniques. A flying club may be organized in any other manner (for example, joint ownership of a single aircraft) only with the prior written consent of the Port, and/or Airport Manager and upon satisfaction of such additional obligations as the Port may impose.
  2. Ownership of club aircraft must be vested in the name of the flying club, or be owned ratably proportioned by all its members.
  3. A flying club may not derive greater revenue from the use of its aircraft other than the amount necessary for the operation, maintenance, and replacement of the aircraft and other necessary club expenses consistent with the club's non-profit status.
  4. A flying club and its members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of the club, except that the flying club may sell or exchange its capital equipment.
  5. A flying club may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct flight instruction, except for regular members, and only members of the club may operate the aircraft. No flying club shall permit its aircraft to be used for flight instruction by any person, when such person pays or becomes obligated to pay for such instruction, except when the instruction is given by an Operator on the Airport that has a lease or an Operating Permit from the Port, or by a certified flight instructor (CFI) who is a club member. A CFI who is a club member and not engaged in commercial flight instruction may provide flight instruction such as check rides, biennial flight reviews or instrument proficiency checks only to other club members.
  6. A qualified mechanic who is a registered member and part owner of an aircraft owned and operated by a flying club is not restricted from doing maintenance work on club aircraft, provided that the club does not become obligated to compensate for such maintenance work. Such a mechanic may be compensated by credit against payment of dues or flight time. Maintenance shall be performed in approved facilities.
  7. An incorporated flying club must provide to the Executive Director, their designee and/or Airport Manager a copy of the articles of incorporation, by-laws, a list of officers and directors, and their addresses, operating rules and membership agreements. All other flying clubs must provide membership agreements and operating rules. This information must be kept current at all times.

8. A flying club shall maintain a membership record containing the full names, addresses, and pilot license numbers and ratings of its current members together with the date when their membership commenced. These records shall be made available for inspection upon request by the Port, their designee, or Airport Manager.
9. Upon request, a flying club shall provide to the Port, their designed or Airport Manager a list of all instructors who are or have been instructing members of the club and the names of each of the members who received the instruction and the dates and times of such instruction, for the six-month period immediately preceding the request.
10. All flying clubs must possess the following insurance coverage, as applicable:

Aircraft liability:	\$1 million/\$100,000
Hangarskeepers:	\$1 million/\$100,000
Premises liability:	\$1 million
Automobile equipment:	_____ \$500,000
Worker's Compensation:	_____ Statutory

The coverage must name the Port as an "Additional Insured" on the insurance certificate. These requirements are subject to change with 45 days' advance notification.

11. All flying club aircraft must be registered with the Port. Club aircraft shall not be used for commercial activities.
  - b. If a flying club is not operating in accordance with the provisions of this section, the Port may, after formal notice, classify the club as a flight school or commercial operation or require that the club terminate its operations at the Airport.

### 2.6.3 Specialty Non-Commercial Aeronautical Activities

Specialty non-commercial aeronautical activities in this category shall include those types of non-commercial aeronautical activities, excluding flying clubs or individual aeronautical activity, which may require specific technical competency or space, facilities, or equipment, to carry out the activity such as assembly of a kit aircraft, or glider operations. Tenants carrying out specialty non-commercial aeronautical activities shall:

- a. Obtain or lease the necessary space, facilities and equipment to carry out the proposed activities. The facility requirements shall be met through a lease/sublease agreement or permit issued by the Port, their designees and/or Airport Manager.
- b. Because of the anticipated limited nature of these activities, the Port, and/or Airport Manager shall review each application for specialty activities individually and establish specific requirements based on the applicant's proposal. This may include, but not be limited to, specific insurance and environmental protection requirements or operating

procedures necessitated by the nature of the proposed activity or required by state or federal law or regulations.

## **Section 3: Minimum Standards for Commercial Aeronautical Service Providers**

### **3.1 Purpose**

The Port of Benton, as owner with responsibility for the administration of Richland and Prosser Airport does hereby establish these *Minimum Standards* for Commercial Service Providers so that:

1. The environment at the Airport fosters high quality commercial aeronautical services for its users and tenants;
2. The Airport applies uniform requirements to all prospective commercial tenants and assures that all prospective tenants are treated equally and without unlawful discrimination;
3. Airport-owned public areas, roads, taxiways, runways, and aprons remain available and open to public use;
4. Development of Airport facilities and aeronautical services is safe, orderly, and efficient and in accordance with Airport development plans;
5. Persons or entities proposing to use or access Airport-owned property or facilities for commercial aeronautical activity compensate the Airport for the use of Airport property at fair market rent for such use and privilege; and
6. The Port, as sponsor of the Airport, complies fully with federal grant assurances.

The Airport shall require all activities of commercial service providers to comply with these *Minimum Standards* on both public and private portions of the Airport.

The *Minimum Standards* provide threshold entry requirements for any person or entity proposing to enter into a lease or obtain an Operating Permit to provide commercial aeronautical services to the public and ensure that the services and facilities of service providers meet the needs of Airport users.

Each commercial Operator shall agree to offer the specified minimum level of services to obtain a lease or Operating Permit with the Port granting permission to operate on the Airport.

Operators are encouraged to exceed these *Minimum Standards* whenever possible.

The Port, its designees and/or Airport Manager, in coordination with commercial aeronautical activity providers and the Port of Benton Commission, shall endeavor to review these *Minimum Standards* at least every five (5) years. The Port, its designees and/or Airport Manager shall recommend such revisions or amendments as may be deemed necessary to properly protect the health, safety, and interest of the Port and the public to the Port Commission. Upon the Port Commission's approval of any such amendments, commercial aeronautical activity providers at the Airport will be required to conform to the amended *Minimum Standards* within 180 days.

### **3.2 Application of *Minimum Standards and Relationship to the Airport Leasing Policies***

The Port acting by and through its Board of Commissioners owns and operates the Airport. To facilitate the development of adequate aeronautical services and facilities for Airport users, the Port has established these *Minimum Standards* for the provision of certain commercial aeronautical services at the Airport. These *Minimum Standards* may be amended by the Port as conditions require, or modified for additional aeronautical services.

Pursuant to the Port and City Code, no person may conduct or operate a business at the Airport except as authorized by the Port, its designees and/or Port Commission. Any entity wishing to lease Airport property with the intent of initiating a commercial aeronautical activity should also review the *Airport Leasing Policies*.

The *Airport Leasing Policies* establish the criteria by which the Port Commission shall consider requests from prospective commercial aeronautical service providers to do business at the Airport. The *Airport Leasing Policies* shall apply to all Operator lease agreements ("lease") and commercial operating permits ("Operating Permit") granted or renewed after the effective date of these rules. The provisions of the lease or Operating Permit will be compatible with the *Airport Leasing Policies* and will not change or modify the *Minimum Standards* themselves.

The *Airport Leasing Policies* do not apply to the Port itself or to persons operating aircraft on the Airport who perform services on their own aircraft with their own regular employees and equipment in accordance with applicable *Minimum Standards* and applicable lease, Operating Permit, or contract provisions. The *Airport Leasing Policies* are not intended to be all-inclusive; the Operator will be subject additionally to applicable federal, state, Port and local laws, codes, ordinances and other similar laws and regulations, including these *Minimum Standards* and *Ground Vehicle Operating Rules*, pertaining to all such services, as terms of their condition of lease or Operating Permit.

### **3.3 Authorization for Commercial Activity**

The Port of Benton may authorize commercial aeronautical activity on Port-owned Airport property.

When the Port, its designees and/or Airport Manager determines that a person or entity is engaged in, or proposes to engage in a commercial activity at the Airport, the Port Commission may grant that person or entity a Lease or Operating Permit and Agreement with the Port.

The Port Commission shall consider the following criteria in determining if a Fixed Base Operator (FBO) or Specialized Fixed Base Operator (SFBO) shall be authorized to conduct business:

1. The terms and conditions of any pre-existing commercial operators at the Airport providing comparable services;
2. The impact of the proposed new commercial activity on public safety and convenience;
3. The amount of available space at the Airport;
4. The customary uses of the Airport;
5. Compatibility of the proposed new commercial activity with present and planned development at the Airport;
6. Compliance of the proposed activity with all federal, state, and local laws and regulations, including land use regulations; and
7. Equitable treatment of commercial service providers on the Airport.

The Port may impose any conditions or restrictions necessary to ensure safety in the air and on the ground at the Airport, including preservation of unobstructed traffic patterns and runway approaches.

These *Minimum Standards* are deemed to be part of each Operator's Lease or Operating Permit and Agreement with the Port of Benton, whether or not expressly set forth in their written agreement, with the exception of those specific instances when provisions are expressly waived or modified in writing by the Port, its designees and/or commission. The omission of a specific reference to any particular Minimum Standard in an Operator's written agreement with the Port shall not constitute a waiver or modification of the *Minimum Standards*.

If an Operator conducts multiple aeronautical activities under a single written Lease or Operating Permit and Agreement with the Port, that Operator shall comply with the *Minimum Standards* established for each separate activity or SFBO. If the *Minimum Standards* for one aeronautical activity are inconsistent with the *Minimum Standards* for another, then the stricter or higher Minimum Standard shall apply to all aeronautical activities of that Operator.

Activities with no specific Minimum Standard shall be addressed by the Port on a case-by-

casebasis in the commercial Operator's written Lease or Operating Permit and Agreement.

To the extent consistent with the terms of the Lease or Operating Permit and Agreement, these *Minimum Standards* shall apply to all currently existing Leases and Operating Permits. All existing Operators with current agreements shall be required to conform to these *Minimum Standards*.

### **3.4 Enforcement**

It is the goal of the Port to provide consistent, uniform, and fair enforcement of these *Minimum Standards* to accomplish the Port's goals and promote successful commercial business operations at the Airport. To achieve this goal, the Port may provide in its written Leases or Operating Permit and Agreement any appropriate provisions to assist them in enforcement.

### **3.5 Application Requirements**

To operate a commercial aeronautical activity at the Airport, a person shall submit a written application to the Port, its designees and/or Airport Manager. Please see the *Airport Leasing Policies* for specific requirements.

### **3.6 Requirements Applicable to all Operators**

#### **3.6.1 Requirements of a Written Lease or Operating Permit and Agreement**

- a. Before beginning operations, the prospective Operator must enter into a written Lease or Operating Permit and Agreement with the Port as specified in the *Airport Leasing Policies*, or as specified in Section 3.6.11 of this document. The Lease or Operating Permit and Agreement must identify the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement, the rentals, fees, and charges, the rights, privileges and responsibilities of the respective parties, and other relevant provisions. Such lease or Operating Permit shall be consistent with these *Minimum Standards*.
- b. Such Lease or Operating Permit and Agreement shall contain, or adopt by reference, all provisions required by the applicable law, including, without limitation, regulations promulgated by the FAA, and assurances or agreements entered into by the Port as a condition of any federal grant to the Port for the Airport. The Lease or Operating Permit and Agreement shall be subordinate to the federal grant assurances.
- c. If a Lessee desires to sublease space, the sublessee must apply for and obtain an Operating Permit and Agreement from the Port to initiate a commercial aeronautical activity. The sublessee must also satisfy the applicable Minimum Standards to provide the proposed activity.
- d. [INSERT ADDITIONAL OPERATOR LEASE REQUIREMENTS AFTER DEFAULT LEASE IS



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### 3.6.2 Annual Reporting Requirements and Notification of Changes

Operators shall report within 30 calendar days, any changes pertaining to the information listed in 3.6.1, above. Operators shall provide the Port, its designees and/or Airport Manager with three week's advance notice of their intention to commence or discontinue an authorized commercial aeronautical activity.

### 3.6.3 Site Development and Maintenance Standards for FBOs and SFBOs

- a. For Tenant Site Development and Maintenance Standards, also referred to as Aeronautical Construction Guidelines, see Appendix and Referenced Documents [to be drafted].
- b. **Location.** Fixed Base Operators (FBOs) or Specialized Fixed Base Operators (SFBOs) may be situated only in those areas of the Airport specified for such use by the *Airport Layout Plan* or *Airport Master Plan*.
- c. **Space Requirements.** Appendix A provides information on the minimum space requirements for the conduct of commercial aeronautical activities at the Airport. Land and facility leases shall be limited to the amount of land or space the Operator can demonstrate is actually needed and can be put to immediate use. In the event that additional land or space is required later, the existing Operator may be required to compete with all other qualified bidders should the Port decide on a competitive process.
- d. **Airport Design Criteria.** All construction of improvements and infrastructure must conform to and comply with the approved plans and specifications submitted by the Operator and approved by the Port, its designees and the Airport Manager, the applicable statutes, ordinances, building codes, rules and regulations of the Port and the FAA and such other authorities as may have jurisdiction over the Airport, the premises or the Operator's operations herein. The height of any structure must be within the limits of the FAA's regulations governing objects affecting airspace, as set forth in Title 14 CFR and the Port's Development Regulations. Any structure that violates these requirements shall be subject to removal or remediation at the Operator's expense.
- e. **Design/Construction Review.** Operators shall not construct, install, remove, or modify any improvements on the premises without the prior written approval of the Port, Airport Manager, or his/her designated representative. All plans shall be submitted in accordance with the applicable provisions of the Lease.
- f. **Right of Relocation.** The Port shall have the right to relocate Operator's premises when necessary to accommodate Airport development in accordance with an FAA-approved *Airport Master Plan* or *Airport Layout Plan*. The need for such relocation shall be determined by the Port and Port Commission. If relocation becomes necessary, the Port shall provide the Operator with a replacement area substantially equivalent in size and

amenities. Should the Operator disagree with the replacement location, the Operator shall have the right, within ten (10) business days of the Port Commission's written notice of impending relocation, to provide written notice that he/she disagrees with the replacement location. Upon such notice by the Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the Port Commission shall have the right to unilaterally decide the matter, and the Operator shall agree to and abide by the Port Commission's decision, subject to such rights of termination the Operator may have under its Lease or Operating Permit and Agreement. If the Port requires the Operator to relocate its facilities during the term of agreement, the Port may reimburse the Operator for its documented, reasonable, and actual out-of-pocket relocation expenses, if any, but the Port shall have no liability for increased overhead or operating costs, or lost profits or revenue of the Operator, if any, arising from such relocation.

- g. **Ownership of Improvements.** All rights, title, and interest in any improvements constructed by an Operator on the Airport shall fully vest in the Port upon the end of the initial thirty-year term of the Operator's Lease, or other term as specified within that particular operator's Lease Agreement. The Operator shall execute and deliver to the Port such documents as may be required to evidence the Port's ownership of such improvements.
- h. **Maintenance Responsibilities.** The Operator shall, at its sole cost and expense, maintain repair, and keep in good condition all of its improvements on the premises, as hereinafter described and outlined in the *Airport Leasing Policies*. The Operator shall:
1. Maintain pavement, and install and maintain landscaping, lighting, and all equipment on the premises;
  2. Maintain the interior and exterior of all improvements, to include electrical, mechanical, plumbing, fire protection system(s), roof, floors, load-bearing and exterior walls, utilities, and HVAC system(s);
  3. Remove debris and trash from driveways, taxi-lanes, aprons, ramps, landscaping, and other walkways to maintain safe, clear, and unobstructed access at all times for authorized users and emergency vehicles and maintain refuse containers with locking lids;
  4. Maintain all hangar and overhead doors and door operating systems, including weather stripping and glass replacement;
  5. Maintain electric loads within the designed capacity of the system. Any change to such designed capacity requires prior written consent of the Port, its designees and/or Airport Manager;

6. Install and maintain hand-held fire extinguishers in the interior of all buildings, shops, aircraft parking and tie-down areas, and fuel storage areas, pursuant to all applicable fire and safety codes;
7. Have the necessary utility meters installed as required by the utility company(ies), at Operator's expense;
8. Pay all utility charges, including, but not limited to, electricity, water, wastewater, natural gas, and telephone. Operator shall maintain and repair all utility service lines and fixtures, including lighting fixtures, within the premises to the extent the utility company providing such service does not perform such maintenance or repair;
9. Provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling, and disposal from the Airport of all trash and other refuse which results from the Operator's business operations, including receptacles for the deposit of such trash, or other refuse; and
10. Not permit any action on the premises that has an adverse effect on, or interferes with the proper function of any drainage system, sanitary water system, or any facility provided for the operation or protection of the Airport.

#### **3.6.4 Personnel**

- a. Each Operator shall provide a fully qualified, competent, experienced on-site manager during operating hours that shall supervise and direct the performance of all services provided by the Operator.
- b. Those engaged in commercial aeronautical activities shall diligently provide consistently high quality, responsive, and professional services that meet or exceed the needs of Airport users.
- c. Each Operator shall employ the quantity of trained, on-duty management and personnel necessary to ensure compliance with its obligations to provide courteous, efficient, and safe services to all customers.
- d. All personnel employed by any commercial Operator shall meet all federal, state, and local training requirements, and shall hold all appropriate certifications required for their duties.
- e. If any Operator discovers an event has occurred or a situation exists that interferes with the effectiveness or accessibility of any service, the Operator, or an employee of the Operator, shall immediately notify the Port, its designees and/or Airport Manager, and the local fire department or utility company or such other municipal or community services as are appropriate to effectively and immediately resolve the situation.

#### **3.6.5 Security**

- a. The Operator, its employees, agents, customers, and contractors shall comply fully with all security measures required by the Airport Manager.
- b. The Operator shall control the premises so as to prevent unauthorized access to the AOA.
- c. The Operator shall strictly comply with all applicable federal aviation security requirements.
- d. The Port reserves the right to install security devices (e.g. gates, fences, and access controls) on the premises as it deems necessary.

### **3.6.6 Indemnification**

Leases shall contain an indemnification provision that is acceptable to the Port.

### **3.6.7 Insurance and Bonding**

- a. All agreements shall require the Operator to provide at his/her own cost insurance coverage as provided by Appendix B for the category of licensed operation, in a manner and form acceptable to the Port and underwritten by a responsible insurance carrier(s) authorized by the State of Washington to provide such coverage in Washington. The coverage shall include but not be limited to:
  1. Third-party comprehensive general liability coverage or equivalent for bodily injury and property damage including owned and non-owned vehicles and/or aircraft.
  2. Statutory worker's compensation and employer's liability insurance or equivalent.
  3. Fire and extended coverage and vandalism and malicious mischief insurance or equivalent, for damage or destruction of real property or leasehold improvements, where the Port has, or will have, an interest in such property by virtue of a lease.
  4. Hangarkeeper's liability coverage or equivalent where the Operator operates a fixed base operation, or specialized fixed base operation, or whomever does the maintenance on the aircraft.
  5. If applicable, the Operator shall maintain Storage Tank Liability Insurance or equivalent coverage for any underground or above ground storage facility, tank, underground or above ground piping, ancillary equipment, containment system, or structure used, controlled, constructed, or maintained by the Operator. The policy shall cover on-Airport third party bodily injury and property damage including expenses for legal defense, corrective action for storage tank releases, clean-up of harmful materials, and storage tank removal.
  6. All insurance coverage required under these *Minimum Standards* (except Worker's Compensation Insurance) shall name Richland or Prosser Airport, and the Port of Benton as "Additional Insured."

Each Operator should undertake an analysis of its insurance coverage to determine if more is needed. Higher levels of coverage may be needed for some operations. The Port's Risk Manager will review insurance coverage as applications are received and may require different coverage based on a review of the proposed business and the background of the applicant.

- b. Commercial tenants erecting substantial improvements at the Airport shall be required to furnish the Port with a copy of the contract between the lessee and a licensed contractor. The Port may require a performance bond to guarantee that the improvements will be completed according to existing codes and said improvements will be free from any liens. With prior approval of the Port, its designees and/or the Airport Manager, a cash deposit or the pledge of a savings account to the Port in the amount of ten (10) percent of the estimated improvement value may be used by the lessee in lieu of a performance bond, but in no event less than one year's rent including applicable leasehold excise tax (12.84%). Such deposit or pledging of a savings account will be returned to the lessee upon acceptance of the completed improvements by the Port.

### 3.6.8 Environmental Compliance

- a. **Compliance.** In its operations at the Airport, the Operator shall strictly comply with all applicable environmental laws and generally accepted industry environmental practices and standards. Without limiting the generality of the foregoing provision, the Operator shall not use or store hazardous materials on or at the Airport except as reasonably necessary in the ordinary course of the Operator's permitted activities, and then only if such hazardous materials are properly labeled and contained. The Operator shall promptly notify the Port of any hazardous materials spills, releases, or other discharges at the Airport and promptly abate, remediate, and correctly remove same.

The Operator shall provide the Port with copies of all reports, complaints, claims, citations, demands, inquiries or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with environmental laws by the Operator at the Airport within ten (10) days after such documents are generated or received by the Operator. If the Operator uses, handles, treats or stores hazardous materials at the Airport, the Operator shall have a contract in place with an EPA approved waste transport and disposal company, and shall identify and retain spill response contractors to assist with spill response and facility waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator for a period of three years following resolution and shall be made available to the Port for review upon request.

The Airport Manager shall have the right at any time to enter the premises to inspect, take samples for testing, and otherwise investigate the premises for the presence of hazardous materials.

- b. **Responsibility.** The Operator shall be responsible for and pay all environmental claims that arise out of and are caused in whole or part from the Operator or Operator's Agent's use, handling, treatment, storage, disposal, discharge, or transportation of hazardous materials on or at the Airport, the violation of any environmental law, or failure of the Operator to comply with the terms, conditions, and covenants of this article. If the Port incurs any costs or expenses (including but not limited to attorney, consultant, and expert witness fees) arising from the Operator's use, handling, treatment, storage, discharge, disposal, or transportation of hazardous materials on or at the Airport, the Operator shall promptly reimburse the Port for such costs upon demand. All reporting requirements are the responsibility of the Operator.

### **3.6.9 Certifications**

The Operator shall obtain and maintain in full force and effect all FAA and other certificates and licenses necessary for the work being performed at the Airport.

### **3.6.10 Motor Vehicles on the Airport Operations Area (AOA)**

The Operator shall control the on-Airport transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services. Customer-owned motor vehicles are not permitted on the AOA. The Operator-owned vehicles driven on the AOA shall be operated in strict accordance with *Minimum Standards* and the *Ground Vehicle Operating Rules*, applicable federal, state and municipal laws, ordinances, codes or similar regulatory measures now in existence or as may hereafter be modified or amended. The Operator shall be required to equip each of these motor vehicles with a functioning aviation band two-way radio (operating at 121.6 MHz or as assigned by the FAA or Airport Manager) and with an operating rotating beacon or FAA approved flag, or such other equipment as the FAA or the Port shall require. The Airport may impose training and licensing requirements.

### **3.6.11 Waiver**

The Airport Manager may (but in no way shall be obligated to) waive one or more of the *Minimum Standards* applicable to an Operator for good cause shown upon written request of the Operator, provided that such waiver would not adversely affect public health or safety, the quality of service provided to the public, or Airport finances or operations, or would violate any federal, state, Port, City or other law, statute, ordinance, rule, regulation, or Federal Grant Assurance.

## **3.7 General Minimum Standards for Fixed Base Operators (FBOs) at the Airport**

The following lists the requirements for FBOs wishing to conduct business on the Airport. Appendix A summarizes these requirements.

- a. An FBO is the only commercial operator permitted by the Port to provide fueling services and facilities at the Airport. All FBOs shall pay a Port-imposed fuel flowage fee on fuel dispensed on the Airport. This fee shall be collected by the oil company making the sale or delivery and reported in a form prescribed by and acceptable to the Port Finance Department with remittance made to the Port Finance Department on a monthly basis.
- b. In addition to fueling services, each FBO shall provide aircraft line services, including the necessary equipment, supplies, and trained personnel for aircraft parking and tie-down areas and a demonstrated capability to perform minor repairs, coupled with proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing windows and windshields, and recharging discharged batteries.
- c. In addition to these mandatory primary operations listed in 'b', above, an FBO operating at the Airport shall provide a minimum of two (2) of the specialized services found in Article 3.9, below.
- d. Each FBO may subcontract or sublease to provide any primary or specialized service. Subcontractors and third-party operators shall meet all of the *Minimum Standards*, including insurance, and are required to obtain an Operating Permit before commencing operations. Additionally, any subcontractors or sublessees an FBO uses must be located on area(s) leased by that FBO.
- e. Each FBO shall conduct its business, and perform activities on and from the business premises in a professional manner consistent with operations at other similar sized airports.
- f. Every FBO operating on the Airport shall comply with the following Airport public building requirements: The FBO shall provide on the property a public use building with a(n):
  1. Customer lobby;
  2. Office;
  3. Pilot's lounge;
  4. Flight planning and weather briefing area;
  5. Public restrooms; and
  6. Additional facilities and services as listed in paragraphs h.), i.), and j.), below.
- g. Each FBO shall provide adequate vehicle parking on the property to meet the needs of customers and employees in accordance with local building codes, but in no event fewer than five paved parking spaces.
- h. Every FBO operating on the Airport shall provide adequate property for its aircraft operating

area (ramp), independent of any building area and fuel storage area. The operating area shall provide transient parking and tie-down areas for no fewer than five aircraft. This shall include suitable space to park the largest aircraft likely to be serviced by the FBO.

- i. Each tie-down ramp area on the Airport shall be adequate to support all the activities of the FBO and all approved sublessees. The FBO shall maintain the ramp area and keep it clean.
- j. Each FBO shall be open for business on a regular schedule and shall provide aircraft fueling and line services to adequately serve the Airport. Business hours, including holiday closures, shall be recorded with the Port and/or Airport Manager in advance and regularly updated for accuracy. Each FBO shall be open for business and provide fueling and line services a minimum of eight hours per day and seven days per week, during appropriate business hours. In addition, each FBO shall:
  - 1. Be on call twenty-four hours each day to provide after-hours fuel service within two hours of a customer request; or
  - 2. Develop and record with the Airport Manager and, if applicable, other FBOs operating on the Airport, a shared on-call schedule to provide after-hours fuel services; and
  - 3. Provide adequate notice to the public with a designated on-call employee to ensure that after-hours on-call fueling services are readily accessible and promptly provided, whether after-hours services are provided by a sole FBO or shared multiple FBOs.
- k. Each FBO shall have on duty, during all required hours of operation, a minimum of one (1) employee and such additional personnel as needed to adequately meet the operating Minimum Standards for each specific aeronautical service offered by the FBO. Multiple responsibilities may be assigned to qualified employees, where feasible.
- l. Each FBO operating at the Airport shall provide the Port and/or the Airport Manager with a current and accurate roster consisting of names, addresses, and contact information for all persons responsible for the both management and operation of the FBO.
- m. Each FBO shall provide the Airport Manager with points of contact and appropriate telephone numbers for emergency situations.
- n. Each FBO shall obtain, and keep current at all times, any and all required fueling certifications and permits necessary for storing, handling, and dispensing aviation fuel. Each FBO shall train its management and fuel handling personnel to ensure safe and proper handling, dispensing, and storage of aviation fuels. Periodic refresher training shall be provided as necessary.
- o. Each FBO shall develop and maintain Standard Operating Procedures (SOPs) for refueling



and ground handling operations that comply with all City Fire Codes, state, federal and FAA standards and requirements and be associated with a branded fuel distributor. The SOPs shall be submitted to the Airport Manager no less than thirty (30) days prior to the FBO commencing fueling activities.

- p. Each FBO shall comply with all FAA regulations pertaining to fuel storage, handling and dispensing on airports, to all Airport rules and regulations, and to any other applicable laws related to fuel handling, dispensing, and storage.

### **3.8 Requirements Related to Primary FBO Services**

- a. The following requirements regarding fueling services apply to every FBO operating on the Airport.
  - 1. Provide the sale and delivery of ASTM rated aviation fuels, lubricants, and other aviation petroleum products. In addition, the FBO shall provide, store, and dispense either avgas, turbine fuel, or both.
  - 2. Ensure that all equipment used for storing and dispensing petroleum products meets all applicable federal, state and local safety standards, codes, and regulations.
  - 3. Provide a stationary fuel storage system design that meets all applicable federal, state, and local regulations and standards.
  - 4. Provide filter-equipped fuel dispensers and meter systems, and designated fuel tanks or trucks for each grade of fuel supplied.
  - 5. Shall have all metering devices certified by a State approved weights and measures inspector.
  - 6. Monitor fuel inventories in accordance with current Environmental Protection Agency (EPA) standards and provide copies of fuel inventories to the Airport Manager upon request.
  - 7. Maintain a *Spill Prevention Control and Countermeasure Plan*.
  - 8. Receive prior written permission from the Port and/or Airport Manager before providing commercial self-service fueling equipment (card-lock equipment). All card-lock equipment must comply with all state and local building codes.
  - 9. Conduct the lawful, sanitary, and timely handling and disposal of all solid waste, regulated waste and other materials, including but not limited to:
    - i. Sump fuel;
    - ii. Used oils;

- iii. Solvents; and
  - iv. Other regulated waste.
10. Provide an adequate supply of the proper type and size of operable fire extinguishers in all proper locations in accordance with the Port and City Fire Code. All fire extinguisher certifications shall be kept current at all times.
11. Meet all State of Washington insurance requirements and maintain the type and amounts of insurance specified in their agreement with the Port and/or Airport Manager.
- b. The following additional requirements shall apply to FBOs operating at the Airport:
- 1. Provide fuel storage tanks with a minimum capacity of ten thousand (10,000) gallons each.
  - 2. Provide for mobile or stationary dispensing equipment.
  - 3. Provide for one or more employees to serve the fuel demand at the Airport.
  - 4. Maintain a commitment to remove snow and otherwise clean up the refueling areas used by the activity, coupled with the provision of the necessary equipment for this purpose.
  - 5. Maintain a commitment to have employees participate for a minimum of two hours per year in fire, rescue or other emergency training when provided for Tenants by the Airport Manager.

### **3.9 Requirements for Specialized FBO Services at the Airport**

In addition to the primary services required, FBOs must provide a minimum of two specialized services. The requirements for these specialized services are identical to those for SFBOs operating on the Airport. They are listed in Sections 3.9.2 through 3.9.10 and summarized in Appendix A.

#### **3.9.1 General**

- a. SFBOs that provide the same or similar services as other operators shall comply equally with all applicable *Minimum Standards* that will be consistently enforced by the Port.
- b. Each SFBO shall operate out of a building located on the Airport. The building shall be of an appropriate size to accommodate the services being offered, provide landside access to the SFBO's facilities and services to the public, and shall be marked with appropriate external signage.

- c. Each SFBO shall provide automobile parking area appropriate for the needs of the business.
- d. Each SFBO shall keep current and provide to the Airport Manager a written statement of names, addresses, and contact information for all personnel responsible for the operation and management of the SFBO.
- e. Each SFBO shall meet all Port of Benton insurance requirements and shall maintain the types and amounts of insurance as specified in these *Minimum Standards* and in the Lease or Operating Permit and Agreement. See Appendix B for specifics.

### **3.9.2 Flight Training Services**

Each SFBO providing flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating, shall meet the following minimum requirements:

- a. Provide at least one currently qualified FAA-certified flight instructor;
- b. Provide, through a lease/sublease or agreement with a FBO:
  - 1. A minimum of 500 square feet of cumulative instruction space with access to public restrooms for students; and
  - 2. Adequate facilities for storing, and adequate facilities for servicing, its aircraft or satisfactory arrangements for such services with other operators licensed by the Airport for such services and repair. At a minimum, space for each aircraft is required.
- c. Provide an FAA approved flight simulator or flight training device or one or more properly maintained and equipped aircraft, registered with the Washington Department of Transportation's Aviation Division in compliance with state aircraft registration laws, to accomplish the services offered.

### **3.9.3 Airframe or Power Plant Maintenance Services**

Each SFBO providing airframe or power plant maintenance services may provide either one or both of the following: major and minor airframe maintenance and repair, engine and/or accessory overhaul repair services. An airframe and power plant maintenance Operator shall:

- a. Have in their employ a minimum of one FAA-certified technician who is certified to conduct operations pursuant to a repair station certificate;
- b. Provide, through a lease/sublease or agreement with a FBO:
  - 1. A ventilated shop space capable of accommodating at least one aircraft within the SFBO property. Required shop space shall be a minimum of 200 sq. ft. of office and 2,000 sq. ft. of hangar space;

2. Adequate suitable leased ground space to park aircraft awaiting service or awaiting pick-up after the completion of service, coupled with the commitment to remove any non-airworthy aircraft from the Airport premises within a reasonable time. At a minimum, a paved apron that can accommodate aircraft movement from the Operator's hangar to the taxiway and three tie-down spaces is required; and
  3. Suitable facilities for washing and cleaning of aircraft that prevents contaminated wash water from entering the storm drains.
- c. Provide equipment, supplies and parts required for aircraft airframe and power plant inspection, maintenance, and repair; and
  - d. Keep premises open and services available during appropriate business hours, five days a week or 40 hours a week, excluding holidays.

#### **3.9.4 On-Demand Air Transportation Services**

Each SFBO providing on-demand air transportation of persons or property to the general public shall:

- a. Make available at least one currently qualified FAA-certified person to conduct the flight activity offered by the Operator;
- b. Provide, through a lease/sublease or agreement with a FBO:
  1. Adequate terminal or waiting facilities, including restrooms, to serve the general public. A minimum of 300 sq. ft. is required; and
  2. Adequate facilities for storing, servicing, and repairing all its aircraft or satisfactory arrangements for such services with other operators licensed by an Airport for such services and repair. At a minimum, a tie-down or hangar space for each aircraft used in service is required.
- c. Provide at least one properly maintained and equipped aircraft to accomplish the services offered;
- d. Make service available through a telephone message service or computerized scheduling service; and
- e. Hold and display a current Title 14 CFR Part 135 Certificate or FAA equivalent certificate.

#### **3.9.5 Aircraft Rental Services**

Each SFBO providing aircraft rental services to the general public shall:

- a. Have at least one qualified person available to meet customer needs;

- b. Provide, through a lease/sublease or agreement with a FBO:
  - 1. Adequate terminal or waiting facilities, including a pilot lounge and restrooms, to serve the general public. A minimum of 300 sq. ft. or an agreement with an FBO for use of its facilities;
  - 2. Provide adequate facilities for storing, servicing, and repairing all of its aircraft or satisfactory arrangements for such services with other operators licensed by an Airport for such services and repair. And, at a minimum, one tie-down or hangar space for each aircraft used in service is required.
- c. Have available for rental a minimum of one owned or leased certified and airworthy aircraft, registered with the Washington Department of Transportation's Aviation Division in compliance with state registration laws; and
- d. Keep premises open and services available during appropriate business hours, five days per week or 40 hours per week, excluding holidays.

### **3.9.6 Avionics Maintenance and Sales Services**

Each SFBO providing avionics maintenance and sales services shall:

- a. Provide at least one trained, currently qualified technician;
- b. Either through a lease/sublease, or an agreement with a FBO, provide:
  - 1. The service from a shop space capable of accommodating at least one aircraft within the SFBO property. The shop space shall provide sufficient hangar space to house any aircraft upon which avionics maintenance is being performed. A minimum of 200 sq. ft. of office and 2,000 sq. ft. of hangar space;
  - 2. Adequate suitable leased ground space to park aircraft awaiting service or awaiting pick-up after the completion of service, coupled with the commitment to remove any non-airworthy aircraft from the Airport premises within a reasonable time. At a minimum, three tie-down spaces on a paved apron that can accommodate aircraft movement from the Operator's hangar to the taxiway are required.
- c. Keep premises open and services available during appropriate business hours, five days per week or 40 hours per week, excluding holidays.

### **3.9.7 Aircraft Storage and Hangar Services**

Each SFBO providing aircraft storage and hangar services shall:

- a. Make available the necessary amount of land to accommodate the proper quantity and size of hangars for the quantity and size of stored aircraft;

- b. Provide one restroom for each 15 hangars or tie-downs available for lease;
- c. Make service available through a telephone message service or computerized scheduling service;
- d. Ensure that all hangars, multiple T-hangars or tie-down areas are used solely for aircraft storage purposes;
- e. Ensure that each based aircraft stored within the Operator's hangar or tie-down areas is registered with the Washington Department of Transportation's Aviation Division in compliance with state registration laws;
- f. Post an informational sign for prospective customers, displaying:
  - 1. Contact names and numbers for all hangar operators; and
  - 2. Where to obtain information on hangar or tie-down availability.
  - 3. Must comply with Port of Benton Sign Policy, Resolution 21-53.
- h. Ensure that all Port and City codes are followed and each tenant receives a copy of the hangar rules.

### **3.9.8 Aircraft Sales and Brokerage Services**

Each SFBO providing new and/or used aircraft sales and brokerage services shall:

- a. Provide at least one aircraft salesperson;
- b. Either through a lease/sublease, or an agreement with a FBO, provide:
  - 1. 300 square feet of office space; and
  - 2. Three tie-down or hangar spaces for aircraft storage.
- c. Make service(s) available through a message service.

### **3.9.9 Restoration, Painting, or Refurbishing Services**

Each SFBO providing restoration, painting, or refurbishing services for aircraft structures, propellers, accessories, interiors, exteriors, and components shall:

- a. Provide at least one (1) trained, currently qualified technician certified by the FAA for all applicable repair stations;
- b. Either through a lease/sublease, or an agreement with a FBO, provide:

1. A ventilated shop space capable of accommodating at least one aircraft within the SFBO property. The shop space shall provide sufficient hangar space to house any aircraft upon which maintenance is being performed. A minimum of 200 sq. ft. of office and 2,000 sq. ft. of hangar space.
2. Adequate suitable leased ground space to park aircraft awaiting service or awaiting pick-up after the completion of service, coupled with the commitment to remove any non-airworthy aircraft from the Airport premises within a reasonable time. At a minimum, a paved apron that can accommodate aircraft movement from the Operator's hangar to the taxiway and three tie-down spaces are required.
- c. Keep premises open and services available during appropriate business hours, five days per week or 40 hours per week, excluding holidays; and,
- d. Meet all requirements of the Port and City Fire Code and applicable environmental regulations.

### **3.9.10 Specialized Commercial Flying Services**

Each SFBO providing specialized commercial flying services, such as, but not limited to, non-stop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, fire fighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, and other air transportation operations specifically expelled from 14 CFR Part 135, shall:

- a. Provide at least one qualified person who holds a current pilot certificate and medical certificate, with appropriate ratings;
- b. Maintain adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators licensed by the Airport for such service and repair. Facility requirements can be met either through a lease/sublease or agreement with a FBO;
- c. Own or lease at least one airworthy aircraft, appropriately registered in compliance with the Washington Department of Transportation's Aviation Division state registration laws;
- d. Make services available via a messaging service;
- e. For aerial advertising activities, each Operator shall maintain the following:
  1. Adequate facilities at the Richland and Prosser Airport for preparing, repairing, and storing aerialbanners;
  2. Appropriate waiver from the FAA (a copy to be provided to the Port and/or Airport Manager once during each valid period of the waiver);
  3. A letter of authorization signed by the Port and/or Airport Manager, renewed on an annual basis;

4. A Certificate of Public Liability Insurance, with the Port of Benton and Airport named as an “Additional Insured” with respect to banner towing operations;
5. For aerial banner advertising, a ground crew present on the Airport at the banner towing site at all times during which:
  - i. Banners, banner towing equipment, or other items associated with the banner towing operation are moved on the Airport;
  - ii. The banner towing aircraft is in the air towing a banner until after the last banner has been dropped and clean-up of the banner towing equipment at the site has been completed; and
  - iii. Two-way radio voice communications between the ground crew and the Airport and/or Fixed Based Operator or CTAF AirTraffic Control Tower is maintained.
- f. For non-banner aerial advertising or sky writing, adequate facilities for preparing, loading/unloading, and otherwise servicing equipment or materials.
- g. For aerial surveying/photography, adequate facilities for servicing photographic and surveying equipment and materials.

#### **3.9.11 Specialty Commercial Aeronautical Services**

Commercial aeronautical services in this category shall include those types of commercial aeronautical services not listed in sections 3.7 through 3.9.10 above, including, for example, airframe/aircraft assembly. Commercial tenants providing specialty services shall:

- a. Provide satisfactory evidence of technical competency, including all necessary certificates, licenses or permits for staff to provide the proposed services;
- b. Provide the necessary space, facilities, and equipment to carry out the proposed services, based on the requirements for similar services as prescribed in these *Minimum Standards*. The facility requirements can be met either through a lease/sublease or agreement with an FBO;
- c. Because of the anticipated limited nature of these services, the Port or its designees and/or the Port Commission shall review each application for specialty services individually and establish specific requirements based on the applicant’s proposal. This may include, but not be limited to, specific insurance and environmental protection requirements or operating procedures necessitated by the nature of the proposed service or required by state or federal law or regulations; and
- d. The review of applications for specialty commercial aeronautical services shall be conducted in accordance with sections 3.2 through 3.6 of these *Minimum Standards*.



Section 3.10 Hangar Tenant Responsibility [if not added above after draft lease created]

## **Section 4: Severability**

Should any section, subsection, paragraph, sentence, clause, or phrase of the *Minimum Standards* be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this document.

## **Section 5: References**

1. National Fire Protection Association, Inc., NFA Manual 407, *Aircraft Fuel Servicing*
2. Port of Benton, *Aeronautical Design Guidelines*, adopted November 2016
3. FAA Advisory Circular No 150/5190-5/1
4. Aeronautical Construction Guidelines

# Appendix A – Minimum Standards for Commercial Aeronautical Service Providers

## Minimum Standards for Commercial Aeronautical Service Providers

	FBO	SFBO									Specialty Services
		Flight Instruction	Aircraft Maintenance and Repair	Air Taxi/Charter	Aircraft Rental	Avionics Maintenance and Sales	Aircraft Storage and Hangar Services	Aircraft Sales	Restoration Services	Specialized Flying Services	
<b>SERVICES:</b>	Avgas and/or Jet fuel Tie downs Pilot supplies Oxygen servicing Ramp and line services At least 2 other services	Ground school and flight instruction for private pilot or other FAA ratings Pilot supplies	Airframe, power plant and accessory repair	On-demand air transportation services	Aircraft check out and rental	Avionics maintenance and sales services	Bulk Aircraft storage	GA Aircraft sales and brokerage services	Propeller service, refurbishment (paint /interiors), modifications	Specialized commercial flying services, including non-stop sightseeing tours, aerial photography and surveying, aerial advertising etc.	Airport Commercial aeronautical services not listed otherwise, e.g. airframe/Aircraft assembly
<b>PERSONNEL:</b>	1 employee capable of fueling aircraft	1 CFI with appropriate aircraft type ratings	1 FAA-certified technician	1 FAA-certified person currently qualified	1 qualified employee	Technician with all applicable FAA repair station certificates	1 qualified employee	1 qualified employee with current commercial pilot certificate and appropriate aircraft type ratings	1 FAA-certified person currently qualified	1 qualified employee with current commercial pilot certificate and appropriate aircraft type ratings	1 qualified employee with all necessary certificates, licenses or permits
<b>FACILITIES:</b>	1000 sq. ft. office with pilot lounge and flight planning, weather briefing area Public restrooms Public	Lease/sublease or use agreement with FBO/SBO for: 500 sq. ft. office with class room, public restrooms, public phones 1 tie-down or hangar for each	Lease/sublease or use agreement with FBO/SBO for: 200 sq. ft. office 2000 sq. ft. clear span heated and ventilated hangar	Lease/sublease or use agreement with FBO/SBO for: 300 sq. ft. office with customer lounge 1 tie-down or hangar for each Aircraft	Lease/sublease or use agreement with FBO/SBO for: 300 sq. ft. office with pilot lounge 1 tie-down or hangar for all rental Aircraft Car parking	Lease/sublease or use agreement with FBO/SBO for: 200 sq. ft. office 2000 sq. ft. clear span heated and ventilated hangar	(T-) Hangars providing sufficient space to comply with FAA minimum standards for the type of Aircraft to be stored and/or tie-downs	Lease/sublease or use agreement with FBO/SBO for: 300 sq. ft. office 3 tie-downs or hangars Car parking	Lease/sublease or use agreement with FBO/SBO for: 200 sq. ft. office 2000 sq. ft. clear span heated and ventilated hangar	Lease/sublease or use agreement with FBO/SBO for: 1 tie-down or hangar for each Aircraft used for service For aerial advertising:	Aircraft lease/sublease or use agreement with FBO/SBO for space required to provide services based on requirements for similar

	FBO	SFBO									Specialty Services
		Flight Instruction	Aircraft Maintenance and Repair	Air Taxi/Charter	Aircraft Rental	Avionics Maintenance and Sales	Aircraft Storage and Hangar Services	Aircraft Sales	Restoration Services	Specialized Flying Services	
	<ul style="list-style-type: none"> <li>· phones</li> <li>· 2000 sq. ft. clear span heated and ventilated hangar</li> <li>· Paved apron to accommodate aircraft movement from the FBO's hangar to taxiway</li> <li>· 5 tie-downs</li> <li>· Car parking</li> </ul>	aircraft used in flight instruction Car parking	Paved apron to accommodate aircraft movement from the Operator's hangar to taxiway · 3 tie-downs · Car parking	used for service Car parking		Paved apron to accommodate aircraft movement from the Operator's hangar to taxiway · 3 tie-downs · Car parking	Paved apron to accommodate aircraft movement from the Operator's hangar to taxiway 1 Restroom for each 15 hangars or tie-downs Car parking		<ul style="list-style-type: none"> <li>· 3 tie-downs</li> <li>· Car parking</li> </ul>	Adequate facilities for preparation, repair and storage of aerial banners Car parking	services.
<b>EQUIPMENT:</b>	<ul style="list-style-type: none"> <li>· Fuel tank(s) with minimum 10,000 gallon capacity</li> <li>· Fuel truck(s)</li> <li>· Tow tractor capable of 10,000 lb aft</li> <li>· Towing equipment capable of moving float planes</li> </ul>	1 Aircraft	Tow tractor capable of 10,000 lb aircraft Towing equipment capable of moving float planes	1 Aircraft	1 Aircraft					1 Aircraft	If aircraft required, 1 aircraft

	FBO	SFBO									Specialty Services
		Flight Instruction	Aircraft Maintenance and Repair	Air Taxi/Charter	Aircraft Rental	Avionics Maintenance and Sales	Aircraft Storage and Hangar Services	Aircraft Sales	Restoration Services	Specialized Flying Services	
<b>HOURS:</b>	Office open for 8 hours 7 days per week. On-call fueling services with 2-hour response time for the remaining 16 hours of the day.	Message service	Message service	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	Message service	Message service	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	Depending on service.

**General Notes:**

1. All personnel must hold appropriate FAA licenses for the functions they perform.
2. All operators are considered commercial businesses and must meet all FAA, State and County requirements for the services they provide and comply with the Airport’s Rules and Regulations.
3. Fueling equipment and personnel must meet Port of Benton Airport fueling requirements.
4. All FBO's must provide access to phone and restrooms. SFBOs must provide access to restrooms as indicated. All FBOs and SFBOs must provide car parking and landside access to their facilities and/or services.
5. Flying Club requirements are provided in the Port of Benton Airport Rules and Regulations.
6. Where a Minimum Standard is not listed, the Port Commission will review a prospective business plan and approve/disapprove lease.
7. All service providers must have a phone/message system.
8. Maintenance on Aircraft beyond the scope of Preventive Maintenance (FAR Part 43 Appendix A.) must be conducted in a hangar designed for the purpose.
9. Maintenance on Aircraft used by Aircraft Rental and Flight Instruction SFBOs may be contracted with an S/FBO in lieu of in-house maintenance.
10. Self maintenance of commercial aviation operators must comply with the same requirements as Aircraft maintenance providers carrying out the same work.
11. Every commercial activity shall possess a valid state Tax ID Number, collect appropriate sales tax, file tax reports and make all appropriate tax payments required by law.

## Appendix B – Insurance Coverage Requirements for Commercial Aeronautical Service Providers

### Insurance Coverage Requirements for Commercial Aeronautical Service Providers

Coverage For	Aircraft	Premises	Automobile	Workers Compensation or Equivalent	Hangarkeepers or Equivalent	Remarks
<b>Activity Type:</b>						
<b>Air Charter</b>						
Passenger capacity 1 - 4	\$ 2,000,000	\$ 1,000,000	\$ 500,000	Statutory		
Passenger capacity 5 - 9	\$ 5,000,000	\$ 1,000,000	\$ 500,000	Statutory		
Passenger capacity 10+	\$ 15,000,000	\$ 1,000,000	\$ 500,000	Statutory		
Air Cargo	\$ 5,000,000	\$ 1,000,000	\$ 500,000	Statutory		
<b>Aircraft Operations</b>	\$1,000,000/\$100,000					
Flight Instruction	\$1,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		
Rental	\$1,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		
Independent Flight Instructor	\$1,000,000/\$100,000					
Specialized Flying Services (1)	\$1,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		
<b>AOA Tenants</b>						
FBO	\$ 1,000,000	\$ 5,000,000	\$ 500,000	Statutory	\$ 1,000,000	Products / EPL
Aircraft Repair & Maintenance,	Not applicable	\$ 1,000,000	\$ 500,000	Statutory	\$ 500,000	Products
Aircraft Hangar & Tie-Down Leases	Not applicable	\$ 1,000,000	\$ 500,000	Statutory		
Aircraft Sales	\$2,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		Products
Restoration Services	Not applicable	\$ 1,000,000	\$ 500,000	Statutory	\$ 500,000	Products
Specialty Commercial Services	TDB	TBD	\$ 500,000	Statutory	TBD	Products, if necessary
<b>Non-AOA Tenants</b>						
Concessions	Not applicable	\$ 1,000,000	Not applicable	Statutory		
Restaurants / Liquor	Not applicable	\$ 2,000,000	Not applicable	Statutory		Products / Liquor Liability
<b>Ground Transportation:</b>						PUC - Motor Vehicle
6 seats or less	Not applicable	\$ 1,000,000	Not applicable	Statutory		
7 - 14 seats	Not applicable	\$ 5,000,000	Not applicable	Statutory		
15 seats or greater	Not applicable	\$ 10,000,000	Not applicable	Statutory		
Parking / Valet	Not applicable	\$ 1,000,000	Not applicable	Statutory		Garagekeepers Liability

Coverage For	Aircraft	Premises	Automobile	Workers Compensation or Equivalent	Hangarkeepers or Equivalent	Remarks
<b>Activity Type:</b>						
Others_Ground Leases	Not applicable	\$ 1,000,000	Not applicable	Statutory		Commercial General Liability
<b>Airport Vendors</b>						
Security Services	Not applicable	\$ 5,000,000	Not applicable	Statutory		Personal Injury Liability
Janitorial Services	Not applicable	\$ 1,000,000	Not applicable	Statutory		
Maintenance Providers	Not applicable	\$ 1,000,000	\$ 500,000	Statutory		
Contractors	Not applicable	\$ 5,000,000	\$ 500,000	Statutory		Contractors Protective
Architects / Engineers	Not applicable	\$ 1,000,000	\$ 500,000	Statutory		Professional Liability
Others						

(1) Defined as sightseeing tours, aerial photography, aerial survey, crop dusting and aerial advertising etc.

# Appendix C – Airport Maps

*Richland Airport –*

***Prosser Airport –***



# **Appendix D – CRANE HEIGHT DIAGRAMS**

*Richland Airport – Structure & Equipment Elevation Height Limits*

# **Appendix E – UNMANNED AERIAL SYSTEMS (UAS)**

## ***Richland Airport – Structure & Equipment Elevation Height Limits***