

Chapter 5.40

USAGE STANDARDS FOR PIERCE COUNTY AIRPORTS ~~—THUN FIELD~~

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5.40.010 Purposes.

The declared purposes of this Chapter are to implement the authority delegated by the State of Washington to its municipalities as set forth in Chapter 14.08, Revised Code of Washington; and to acknowledge and require compliance with the obligations of Pierce County to abide by the Airport Compliance Requirements and the Guidelines for Leases or Agreement Granting Commercial Franchise Privileges for Aeronautical/Non-Aeronautical Activities at Public Airports, administered by the Federal Aviation Administration, as required by agreements between Pierce County and the Federal Government as conditions of grants to Pierce County; and to adopt and set forth Rules and Regulations for the administration and operation of ~~the Pierce County Airport (Thun Field)~~. Thun Field and Tacoma Narrows Airport (known as Pierce County Airports).

5.40.020 Airport Management.

The Pierce County Director of Public Works and Utilities (Director) shall manage ~~the Thun Field~~ Pierce County Airports; which management shall include but not be limited to day-to-day operations, maintenance, administration of lease agreements, liaison with the Federal Aviation Administration, preparation of annual budgets, and shall at all times have the authority to take such action as may be necessary to enforce this Chapter and the Airport Rules and Regulations (AR&R), set forth below, and as may be necessary for the handling, policing, protecting, and safeguarding the public while present at ~~the Thun Field~~ Pierce County Airports, and to regulate vehicular operation, parking, and storage on ~~the Thun Field~~ Pierce County Airports. The Director may suspend or restrict any or all airport operations whenever such action is deemed necessary in the interest of public safety, subject to review of such actions by the County Executive (Executive).

The Director shall designate certain employees of the Pierce County Department of Public Works and Utilities who may act on the Director's behalf, as the Director instructs.



1 **5.40.030 Airport Revenue.**

2 All airport funds received from user fees, leasehold payments, real estate excise tax
3 allocations grants, or any other airport revenue received by the County shall be deposited in the
4 Airport Fund. Cash balances not needed for projected expenditures shall be invested in legally
5 permissible interest earning instruments for the benefit of the Airport Fund.
6

7 **5.40.040 Public Use.**

8 The ~~Thun Field~~ Pierce County Airports shall be open to the public for aircraft operations at all
9 times, subject to temporary closure or restriction due to weather, conditions of the landing areas,
10 the presentation of special events, and closure required to protect the health, safety, and welfare
11 of the public as may be determined by the Director or designees.
12

13 **5.40.050 Search and Rescue Operations.**

14 Approval for all search and rescue exercises or actual operations shall be obtained in advance
15 from the Airport ~~Manager~~ Administrator. Such activities shall be subject to Federal Aviation
16 Administration, Washington State Department of Transportation, and Pierce County regulation.
17

18 **5.40.060 Commercial Operations – Minimum Standards.**

- 19 A. **Business Activities.** Subject to applicable orders, certificates, or permits of the Federal
20 Aviation Administration, or its successors, no person shall use the ~~Thun Field~~ Pierce
21 ~~County~~ Airports or any portion thereof, or any of its improvements or facilities for
22 revenue-producing commercial business or aeronautical activities or conduct flying
23 clubs, who has not first complied with this Chapter and the AR&R, and obtained the
24 consent and all appropriate permit and licenses for such activities from Pierce County,
25 and all other applicable agencies, and entered into such written leases and other
26 agreements prescribed by this Chapter and agreed upon by the Tenant. Applications
27 shall be approved by the Executive and submitted to the Pierce County Council for
28 approval when required by law or County Charter.

29 B. **Application.**

- 30 1. Application for leases of ground and/or facilities on the ~~Thun Field~~ Pierce County
31 ~~Airports~~ or for permission to carry on any commercial business or aeronautical
32 activity on the ~~Thun Field~~ Pierce County Airports, with the necessary permits and
33 licenses, shall be made to the Director, on the appropriate forms provided. The
34 Director shall present the application to the Executive in a timely manner. The
35 Executive may, if deemed advisable, hold an ad hoc advisory hearing upon the
36 application. The applicant shall submit all information and material necessary, or as
37 requested by the Director to establish to Pierce County's satisfaction that the
38 applicant will qualify and will comply with this Chapter. The application shall be
39 signed and submitted by every party owning an interest in the business, those who
40 will be managing the business, a general partner of a partnership, and in the case of a
41 corporation, shall be accompanied by a current resolution of the board of directors
42 authorizing and directing the corporation's agent to submit such an application.
- 43 2. Minimum Application Information. Pierce County will not accept or take action on
44 a request to lease building space or land area or in any way permit the installation of
45 a commercial activity until after the applicant submits a written proposal, which sets
46 forth the scope of operation proposed, including the following:
47 a. The amount of land the applicant desires to lease.



- b. The building space to be constructed or leased.
- c. The services to be offered.
- d. The hours of proposed operation.
- e. The number of persons to be employed.
- f. The number of aircraft to be based at the ~~Thun Field~~ Pierce County Airports.
- g. Certificate of insurance or other satisfactory evidence indicating the ability to obtain coverages as required.
- h. Evidence of financial capability to perform and provide the above services and facilities for a minimum of one year. Pierce County shall be the sole judge of what constitutes adequate financial capability, and if inadequate financial capability is found, Pierce County shall explain that finding to the applicant.

C. **Action on Application.** Pierce County may deny any application if, in its sole opinion, it finds any one or more of the following:

1. **Not Qualified.** The applicant for any reason does not meet the qualifications, standards, and requirements established by this Chapter.
2. **Safety Hazard.** The applicant's proposed operations or construction will create a safety hazard on ~~at the Thun Field~~ Pierce County Airports.
3. **County Expenditure.** Granting of the application will require Pierce County to spend funds or to supply labor or materials in connection with the proposed operations, to an extent or at a time when Pierce County is unwilling to enter into such arrangement, or the operation will result in a financial loss to Pierce County.
4. **Availability.** There is no appropriate, adequate, or available space or building on ~~the Thun Field~~ Pierce County Airports to accommodate the entire activity of the applicant at the time of the application.
5. **Non-Compliance With Master Plan.** The proposed operation or airport development or construction is inconsistent with the Master Plans for ~~the Thun Field~~ Pierce County Airports.
6. **Congestion.** The development or use of the area requested by the applicant will result in depriving existing Tenants portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any existing Tenants on ~~the Thun Field~~ Pierce County Airports through problems in connection with aircraft traffic or service, or preventing free access to a Tenant's area or to the operation of ~~the Thun Field~~ Pierce County Airports.
7. **Misrepresentation.** Any applicant that has supplied Pierce County with any false information or has misrepresented any material fact in the application or supporting documents.
8. **History of Violations.** Any applicant that has a record of violating the AR&R, or the rules and regulations of any other airport, Federal Aviation Regulations, or any other rules and regulations applicable to ~~the Thun Field~~ Pierce County Airports.
9. **Defaulted Performance.** Any applicant that has defaulted in the performance of any lease or other agreement with Pierce County.
10. **Poor Credit Report.** Any applicant that has a credit report which contains derogatory information and does not appear to be a person of satisfactory business responsibility and reputation.
11. **Undesirable Reputation.** Any applicant that has been convicted of any crime or violation of any ordinance of such a nature that it indicates to Pierce County that the



1 applicant would not be a desirable operator on the ~~Thun Field~~ Pierce County
2 Airports.

3 12. **Other Considerations.** The protection of the health, welfare, safety, or morals of
4 the inhabitants of Pierce County require such denial.

5 Pierce County shall not discriminate, nor allow its agents or employees to
6 discriminate against any applicant by reason of the applicant's race, color, creed, or
7 national origin in processing the application request in any manner prohibited by Part 15
8 of the Federal Aviation Administration Regulations, or in any manner prohibited by Title
9 VI of the Civil rights Act of 1964.

10 Nothing contained herein shall be construed to prohibit Pierce County from
11 granting or denying, for any reason deemed sufficient, an application to do business on
12 the ~~Thun Field~~ Pierce County Airports for the purpose of selling, furnishing, or
13 establishing non-aviation products and supplies or any service or business of a non-
14 aeronautical nature, or the application by a person for an area on the ~~Thun Field~~ Pierce
15 County Airports for the personal non-profit use of such person.

16 D. **Supporting Documents.** If requested by Pierce County, the applicant shall submit the
17 following supporting documents, together with other documents and information as may
18 be required by Pierce County:

- 19 1. **Financial Statement.** A current financial statement prepared or certified by a
20 certified public accountant.
- 21 2. **Assets.** A written listing of the assets owned or being purchased which will be used
22 in the business on the ~~Thun Field~~ Pierce County Airports.
- 23 3. **Credit Report.** A current credit report covering all areas in which the applicant has
24 done business during the past ten years.
- 25 4. **Authorization for Release of Information.** A written authorization for the Federal
26 Aviation Administration and all states in which the applicant has engaged in aviation
27 business to supply Pierce County with all information in their files relating to the
28 applicant or his operation. The applicant shall execute such forms, releases, and
29 discharges as may be requested by any of these agencies.

30
31 **5.40.070 Leasing Information.**

32 **A. General.**

- 33 1. Leases shall be awarded in the manner provided in Title 2 PCC, Administration.
- 34 2. Tenants at the ~~Thun Field~~ Pierce County Airports, by virtue of such tenancy, shall be
35 legally obligated to the following provisions unless explicitly provided otherwise in
36 a written lease agreement approved and signed by Pierce County:
 - 37 a. Tenant shall agree to operate the premises leased for the use and benefit of the
38 public.
 - 39 b. Tenant shall agree to furnish good, prompt, and efficient services adequate to
40 meet all the demands for its service at the ~~Thun Field~~ Pierce County Airports.
 - 41 c. Tenant shall agree to furnish said services on a fair, equal, and
42 nondiscriminatory basis to all users thereof.
 - 43 d. Tenant shall agree to charge fair, reasonable, and non-discriminatory prices for
44 each unit of sale or service, provided that the Tenant may be allowed to make
45 reasonable and non-discriminatory discounts, rebates, or other similar types of
46 price reductions to volume purchasers.



- 1 e. Tenant shall agree to not discriminate, and to not allow its agents and
2 employees to discriminate against any person or class of persons by reason of
3 race, color, creed, or national origin in providing any services or in the use of
4 any of its facilities provided for the public, in any manner prohibited by Part 15
5 of the Federal Aviation Administration Regulations, or in any manner
6 prohibited by Title VI of the Civil Rights Act of 1964.
- 7 f. Tenant shall agree to comply with such enforcement procedures as the United
8 States might demand that Pierce County take in order to comply with Pierce
9 County's assurances to the United States.
- 10 g. Tenant shall agree that no right or privilege has been granted which would
11 prevent any person, firm, or corporation operating aircraft on the ~~Thun~~
12 ~~Field~~ Pierce County Airports from performing any services on its own aircraft
13 with its own regular employees (including, but not limited to, maintenance and
14 repair) that it may choose to perform.
- 15 h. Tenant shall agree that no provision of the lease shall be construed as granting
16 or authorizing the granting of an exclusive right within the meaning of Section
17 308 of the Federal Aviation Act.
- 18 i. Pierce County shall reserve the right to further develop or improve the aviation
19 facilities of the ~~Thun Field~~ Pierce County Airports as it sees fit, regardless of the
20 desires or view of Tenant, and without interference or hindrance.
- 21 j. Pierce County shall reserve the right, but shall not be obligated to Tenant, to
22 maintain and keep in repair, the landing area of the ~~Thun Field~~ Pierce County
23 Airports and all publicly owned facilities of the ~~Thun Field~~ Pierce County
24 Airports together with the right to direct and control all activities of Tenant in
25 this regard.
- 26 k. Tenant shall agree that during time of ~~the~~ war or national emergency, Pierce
27 County shall have the right to lease the landing area or any part thereof to the
28 United States Government for military or naval use, and, if such lease is
29 executed, the provisions of the lease agreement with Tenant insofar as they are
30 inconsistent with the provisions of the lease to the Government, shall be
31 suspended.
- 32 l. Pierce County shall reserve the right to take any action it considers necessary to
33 protect the aerial approaches to the ~~Thun Field~~ Pierce County Airports against
34 obstruction, together with the right to prevent Tenant from erecting, or
35 permitting to be erected, any building or other structure on or adjacent to the
36 ~~Thun Field~~ Pierce County Airports, which in the sole opinion of Pierce County,
37 would limit the usefulness of the ~~Thun Field~~ Pierce County Airports or constitute
38 a hazard to aircraft.
- 39 m. Tenant shall agree that the lease shall be subordinate to the provisions of any
40 existing or future agreement between Pierce County and the United States,
41 relative to the operation or maintenance of the ~~Thun Field~~ Pierce County
42 Airports, the execution of which has been or may be required as a condition
43 precedent to the expenditure of Federal funds for the development of the ~~Thun~~
44 ~~Field~~ Pierce County Airports.
- 45 n. Tenant shall agree to abide by the AR&R, and that the AR&R, and any future
46 revision thereto, shall be a part of the lease.



- 1 o. Tenant shall agree that Pierce County retains the right of public flight for the
2 passage of aircraft in the airspace above all the surface of the ~~Thun Field~~ Pierce
3 County Airports, together with the right to cause in said airspace, such noise as
4 may be inherent in the operation of aircraft now known or hereafter used for
5 flight.
- 6 p. Tenant shall agree to not erect, or allow to be erected, any structure,
7 improvements, or growth in violation of Federal Aviation Administration
8 Federal Air Regulations, Part 77, or Pierce County building, fire, mechanical,
9 plumbing, and health codes.
- 10 q. Tenant shall agree to prevent any use of the leased premises which would
11 interfere with landing or taking off of aircraft at the ~~Thun Field~~ Pierce County
12 Airports, or which would create any interfering or confusing light or cause any
13 restrictions to visibility at the ~~Thun Field~~ Pierce County Airports, or would
14 otherwise constitute an airport hazard.
- 15 r. Tenant shall agree to "hold Pierce County harmless" as required by the Pierce
16 County Risk Management Department.
- 17 s. All commercial lease agreements shall be for a maximum of ~~ten~~ twenty years,
18 with options to renew as agreed upon, except that longer terms will be
19 authorized when new construction by Tenant is to be amortized.
- 20 t. All hangar and tie down leases shall be month-to-month tenancies.
- 21 u. All Tenant personnel required to hold Federal Aviation Administration
22 certificates and ratings shall maintain such certificates and ratings current and in
23 good standing.
- 24 v. Tenant shall be responsible for strict compliance with all State and Federal
25 Laws pertaining to employees, including but not limited to, Social Security,
26 Unemployment Compensation, and Wage and Hours.
- 27 w. No right, privilege, permit, or license to do business on the ~~Thun Field~~ Pierce
28 County Airports, or any lease of any area of the ~~Thun Field~~ Pierce County
29 Airports shall be assigned, sold, or otherwise transferred or conveyed in whole
30 or in part without the prior written consent of Pierce County. Such consent shall
31 not be unreasonably withheld.
- 32 x. There shall be four types of lease agreements utilized at the ~~Thun Field~~ Pierce
33 County Airports, as follows: Aircraft Tiedown Lease Agreement; ~~and~~ Aircraft
34 Hangar Lease Agreement; ~~and~~ Commercial Premises Lease Agreement; and
35 Land Lease Agreements. The purposes of the lease agreements are set forth in
36 the forms of the lease agreements on file in the office of the Director. The
37 forms of the lease agreements shall be for guidance only and shall be modified
38 as deemed necessary by Pierce County to accommodate the unique
39 circumstances of a particular lease agreement.
- 40 y. All lease agreements shall require that Pierce County be compensated at fair
41 market value for the premises leased. The method and form of such
42 compensation shall be determined by the Executive as long as the compensation
43 is adjusted to monthly payments at fair market value by the end of the first term
44 of the lease agreement.
- 45 z. All leases shall be reviewed and compensation for the premises leased shall be
46 adjusted to current fair market value upon such review. Such review and



1 resolution of disagreements to adjustments shall be in accordance with
2 RCW 14.08.120.

- 3 aa. In addition to the monthly rental amount and leasehold excise tax set forth in
4 individual leases, all Tenants shall pay a pro-rata share of all governmental fees
5 and/or taxes imposed on the ~~Thun Field~~ Pierce County Airports. The pro-rata
6 amount shall be calculated by Pierce County based on the nature of the imposed
7 fee.
8 bb. Tenant shall be responsible for payment of fire benefit charges and all utility
9 charges incurred against the property being leased, including but not limited to
10 power, surface water management fees, sanitary sewer, water, and natural gas.

11 B. **Regulations Adopted.** All rules and regulations authorized by Section 14.08.122 of the
12 Revised Code of Washington are hereby adopted and incorporated herein by reference.
13

14 **5.40.080 Concession Agreements.**

15 The Executive shall approve concession agreements with private persons to provide
16 aeronautical services to the public when the Executive deems concession agreements to be in the
17 best interests of Pierce County.

18 Prior to entering into a concession agreement, there shall be advertisements of a request for
19 proposals in the same manner as a request for bids for construction of public works.

20 Prior to award of the concession agreement, there shall be written comparative evaluations of
21 proposals received based on written standards and method of selection sent to those who request
22 plans and/or specifications for the concession.

23 Award of a concession agreement shall be based on the written evaluations of the proposals
24 received, and although the least dollar cost, or greatest financial benefit to Pierce County, shall
25 weigh heavily in the award of a concession agreement, award of a concession agreement shall be
26 to the person whose proposal promises to provide the best overall services to the public.
27

28 **5.40.090 Airport Rules and Regulations.**

29 Airport Rules and Regulations shall be established by the Director and may be revised from
30 time-to-time after review by the respective airport commission at their regularly scheduled
31 commission meeting. A current copy of said rules and regulations, and any updates to these
32 rules and regulations, shall be filed with the Office of the Pierce County Council by the Director.

33 ~~Airport Rules and Regulations as set forth in Exhibit "B" of Ordinance No. 2000-2S are~~
34 ~~hereby adopted as part of this Chapter.~~

35
36 **5.40.100 Operators to Keep Rules Available.**

37 All persons licensed, or otherwise allowed, to do business or conduct operations of any kind
38 at the ~~of Thun Field~~ Pierce County Airports shall obtain and keep a current copy of the AR&R in
39 their office or place of business conspicuously available for public inspection. Copies of the
40 AR&R may be obtained ~~for~~ from the ~~an~~ Airport manager Administrator at the cost to Pierce County
41 for providing them.
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*APV. COMMISSION
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*MAKES
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