Aviation Advisory Committee

Peggy Keith, President
Barney Levie, Vice President

Laura Krueger - Kevin Lux - Brittany Sulitzer - Joe Ong - Shon Lindley - Austin Merle- Sara Baker

Aviation Advisory Committee Meeting Agenda

October 23, 2024
6:00 PM
Pearson Field Airport - Pilot's Lounge
101 E. Reserve Street, Vancouver, WA

MEETING ACCESS INFORMATION
To access by phone (audio only), call: 1-347-941-5324
Phone Conference ID: 442 563 934#

Join the meeting now

Meeting ID: **226 008 527 650**

Passcode: **5VKsSt**

1. **Call to Order and Roll Call**
2. **Approval of Minutes**
   a. Aviation Advisory Committee Meeting Minutes August 14, 2024
3. **Information Items**
   a. Financial Report
   b. Operations Report
   c. Construction Report
4. **Action Items/Tasks**
   a. Aero Maintenance Inc. Lease Agreement
   b. Annual Leased Property Escalators
   c. Approve - CY 2025 Pearson Field Aviation Advisory Committee Regular Meeting Schedule
   d. Sub-Committee Updates
5. **Communications**

a. Interstate Bridge Replacement Program Report

b. Airport Manager's Report

c. Committee Members' Comments

d. Calendar - Next Pearson Field Aviation Advisory Committee Special Meeting will be November 13, 2024 at 6:00PM

6. Community Communication

**The public is invited to speak regarding any issue. Members of the public testifying are asked to limit testimony to three minutes. There are three ways to provide comments: • In Writing: Public comments can be submitted in writing (name, address, contact information and comments) via email to guy.lennon@cityofvancouver.us by 5pm the day before the meeting. • Remotely: Pre-register by phone at 360-487-8619 or email guy.lennon@cityofvancouver.us by 5pm the day before the meeting • In Person: Pre-register by phone at 360-487-8619 or email guy.lennon@cityofvancouver.us by 5pm the day before the meeting or fill out a Public Comment form in person prior to the start of the Community Communications portion of the meeting.

Adjournment

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Aviation Advisory Committee (AAC)

Meeting Minutes

Date: Wednesday, August 14, 2024
Time: 6 p.m.
Location: Pearson Field Airport - Pilot's Lounge
101 E. Reserve St.
Vancouver, WA

Commissioners/Board Members Present:
Barney Levie, Jo Ong (via Teams), Laura Krueger, Austin Merle, Shon Lindley, Kevin Lux

Commissioners/Board Members Absent:
Peggy Keith, Brittany Sulitzer

City Staff Present:
Guy Lennon

Item 1: Call to Order and Roll Call
The August 14, 2024, Aviation Advisory Committee (AAC) meeting was called to order at 6:00pm by Vice Chairperson, Barney Levie. The meeting was held at Pearson Field Airport in the Pilot's Lounge.

Item 2: Approval of Meeting Minutes – July 17, 2024
Motion by Shon Lindley, seconded by Kevin Lux, and carried unanimously to approve the July 17, 2024, AAC meeting minutes as written and published.

Item 3: Capital Improvement Plan 5-year Forecast Update – Guy Lennon
Guy Lennon provided a handout including information that the City of Vancouver (City) provided the Federal Aviation Administration (FAA) – see handout for details.

Item 4: Fixed Base Operator (FBO) Lease – Guy Lennon
Kevin Lux agreed to spearhead a deep dive review of the Aero Maintenance FBO Lease Agreement draft document with two additional

Members

Peggy Keith, Chair

Barney Levie, Vice Chair

Austin Merle
Barney Levie
Brittany Sulitzer
Jo Ong
Kevin Lux
Laura Krueger
Peggy Keith
Shon Lindley

Public Works
Guy Lennon

101 E. Reserve St.
P.O. Box 1995
Vancouver, WA 98668
360-487-8619
TTY: 711
guy.lennon@cityofvancouver.us

Financial Subcommittee representatives and report back during the AAC meeting in September.

The AAC committee also conducted a broad overview of the draft lease that was provided at the AAC meeting. Guy Lennon explained the building locations and general leasing terms noted in the draft document. He will also disseminate the original lease agreement to the AAC members for their review and comparison to glean any possible changes from the current lease to the draft lease.

Item 5: Sub-Committee Reports

Finance Report
Kevin Lux did not have updates from the Finance Subcommittee.

Austin Merle would like to join the Finance Subcommittee.

Operations Report
Barney Levie and the Operations Subcommittee group will arrange for the new AAC members to have a tour of the Air Traffic Control Tower at Portland International Airport.

Community Outreach Report
Barney Levie did not have updates from the Community Outreach Subcommittee.

Austin Merle would like to join the Community Outreach Subcommittee.

Planning Report
Shon Lindley did not have updates from the Planning Subcommittee.

Item 6: Airport Managers' Report – Guy Lennon
Guy Lennon will be on vacation for over a month and will return in a contract role in October to assist with onboarding the new Airport Manager, Meredith Fox. He will stay onboard part-time in the contract role and act as the project manager for the Runway Lighting System project that is anticipated to commence in December.

Craig Redlinger will attend the ACC meeting in September in Guy's absence. Guy will disseminate the meeting agenda ahead of time.

Meredith Fox's first day with the City as the acting Pearson Airport Manager will be October 21st and she will report to the Public Works Director, Steve Worley.

The AAC members agreed to change the October AAC meeting from the 16th to the 23rd so that Meredith will be able to attend.

Item 7: Committee Members' Comments
Shon Lindley asked about the Pilot's Lounge building integrity and if the City is responsible for maintaining it. Guy confirmed that the City is responsible for general maintenance and improvements deemed necessary by the City.

Item 8: Community Communications
Tim Culligan with the Willamette Valley Soaring Club stores their gliders at Pearson in the winter season and attended the meeting to get familiar with the AACs roles and functions.

Alex with Willamette Valley Soaring Club. Commented that this location is a key resource for their program as they utilize aircraft storage and maintenance at Pearson. The roof leaks in the maintenance area.

Kristi Herrala works at Aero Maintenance FBO and was in attendance to support the FBO lease agreement.

Item 9: Calendar
The next two AAC meetings will be held on September 11, 2024 and October 23, 2024.

Motion by Shon Lindley and seconded by Austin Merle to adjourn the meeting at 6:49 PM

____
Peggy, Keith, Chair

To request other formats, please contact:
City Manager's Office (360) 487-8600 | WA Relay 711
Amanda.Delapena@cityofvancouver. us

COV - Composite Budget vs Actuals YTD Detail

Company	City of Vancouver
Period	FY 2024 - Sep
Fund	**481 Airport Fund**
Ledger Account Type	ExpendituresRevenues

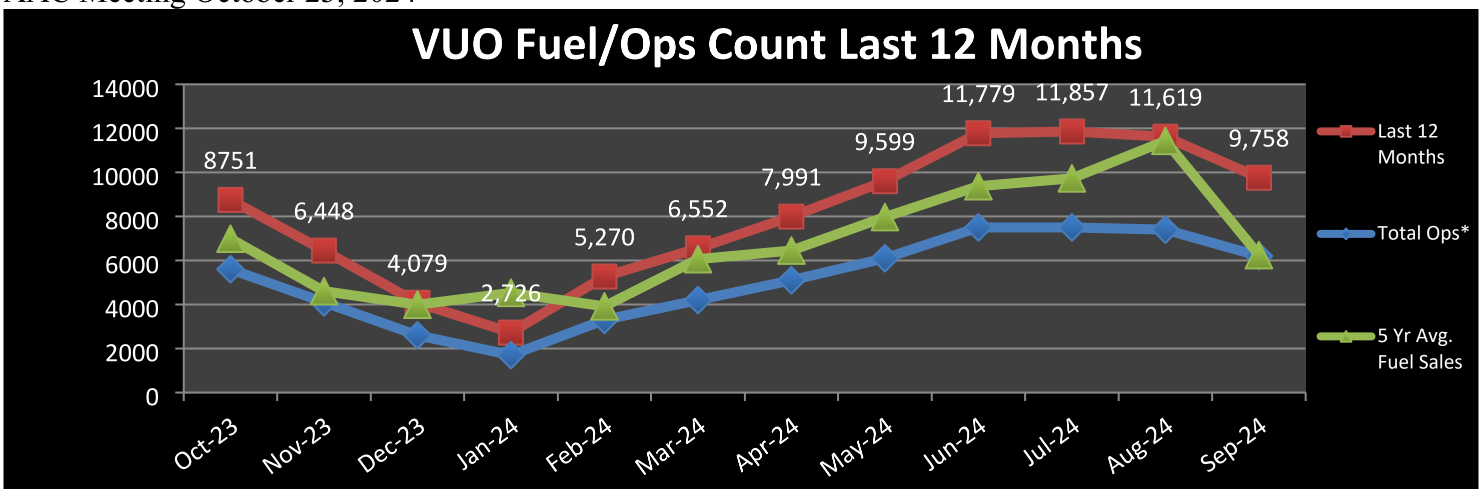
	2023					2024					
Ledger Account	**Budget**	**Actuals (PTD)**	**Actuals (Year End)**	**Balance**	**% Spent**	**Budget**	**Pre-Encumbrance**	**Encumbrance**	**Actuals**	**Actuals + Total Encumbrance**	**% Spent**
331000:Award/Grant - Federal Direct Total	(110,000)	(54,438)	(88,555)	(21,445)	80.5%	(1,767,600)	0	0	(8,818)	(8,818)	0.5%
333000:Award/Grant - Federal Indirect Total	0	0	0	0	0.0%	(350,000)	0	0	0	0	0.0%
334000:Award/Grant - State Direct Total	(237,500)	0	0	(237,500)	0.0%	(98,200)	0	0	0	0	0.0%
341400:Gen Gov - Financial Services Total	0	(844)	(844)	844	0.0%	0	0	0	0	0	0.0%
344500:Transp - Sales of Fuel Total	0	(4,594)	(6,042)	6,042	0.0%	0	0	0	(5,505)	(5,505)	0.0%
348000:Internal Service Funds Sales and Ser	0	0	0	0	0.0%	0	0	0	0	0	0.0%
361110:Investment Earnings Total	0	(26,255)	(38,227)	38,227	0.0%	0	0	0	(40,789)	(40,789)	0.0%
361300:Gains (Losses) on Sale of Investmen	0	0	(35,838)	35,838	0.0%	0	0	0	0	0	0.0%
362000:Rents and Leases Total	(720,000)	(525,015)	(699,690)	(20,310)	97.2%	(756,000)	0	0	(525,241)	(525,241)	69.5%
TOTAL REVENUE	**(1,067,500)**	**(611,145)**	**(869,196)**	**(198,304)**	**81.4%**	**(2,971,800)**	**0**	**0**	**(580,352)**	**(580,352)**	**19.5%**
510000:Salaries & Wages Total	170,922	116,930	154,224	16,698	90.2%	171,619	0	0	112,329	112,329	65.5%
520000:Employee Benefits Total	66,828	37,671	49,468	17,360	74.0%	70,269	0	0	35,971	35,971	51.2%
530000:Supplies Total	12,780	1,853	4,876	7,904	38.2%	10,150	0	0	6,754	6,754	66.5%
540000:Services Total	520,559	267,794	404,320	116,240	77.7%	3,112,009	0	46,062	130,694	176,756	5.7%
550000:Intergovernmental Services and Payr	11,500	0	0	11,500	0.0%	11,500	0	0	0	0	0.0%
590000:Interfund Services Total	271,480	166,242	221,839	49,641	81.7%	239,207	0	0	136,377	136,377	57.0%
597000:Transfers Out Total	0	0	0	0	0.0%	35,000	0	0	0	0	0.0%
TOTAL EXPENSES	**1,054,069**	**590,491**	**834,727**	**219,342**	**79.2%**	**3,649,754**	**0**	**46,062**	**422,126**	**468,188**	**12.8%**

10/17/2024 02:11 PM TURKS / Shannon Turk

CITY OF Vancouver WASHINGTON

Operations Report

AAC Meeting October 23, 2024



	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Fuel Sale	8751	6,448	4,079	2,726	5,270	6,552	7,991	9,599	11,779	11,857	11,619	9,758	96,429
5 Yr Avg. Fuel Sales	6989	4,606	3,991	4,529	3,916	6,060	6,450	7,972	9,374	9,729	11,434	6,244	81,293
Total Ops*	5,600	4,100	2,600	1,700	3,300	4,200	5,100	6,100	7,500	7,500	7,400	6,200	61,300
Total Local *	5,488	4,018	2,548	1,666	3,234	4,116	4,998	5,978	7,350	7,350	7,252	6,076	60,074
Total Itinerant*	112	82	52	34	66	84	102	122	150	150	148	124	1,226

*Operations numbers are an estimate base on a formula of given fuel sales

Construction Report

AAC Meeting October 23, 2024

1. Electrical Vault/Runway Lighting System Replacement
   - Construction Phase

2. HVAC for Flight School

3. Solar Project

4. Pilot Lounge Technology Upgrade

AVIATION ADVISORY COMMITTEE MEMORANDUM

DATE: October 23, 2024

TO: Pearson Field Aviation Advisory Committee

FROM: Guy Lennon, Airport Manage/PW

RE: AGENDA ITEM IV. – AERO MAINTENANCE INC. LEASE AGREEMENT

RECOMMENDATION: Staff recommends the Pearson Field Aviation Advisory Committee (AAC) approve a facilities lease agreement with Aero Maintenance Inc.

BACKGROUND/DISCUSSION: The City of Vancouver has a lease agreement with Aero Maintenance Inc. This lease was first signed in 1998 with subsequent renewals since then. Aero Maintenance has requested a new lease agreement moving forward.

The City is offering the lease rates to start at $2.50 per square foot per year for hangar space and $5.20 per square foot per year for office space. The lease is for the entirety of the 101 East Reserve Street facility, the fuel storage facility and the eastern half of the 105 East Reserve Street hangar and office space.

A Consumer Price Index (CPI) is built into the lease agreement for an annual percent change in the Consumer Price Index U.S. City Average—All Items for All Urban Consumers, West (1982 through 84 = 100) , for the month which is two (2) months prior to the month of the anniversary of the Rent Commencement Date ("the Adjustment Month") of the current lease year from the CPI-U for the Adjustment Month of the prior year, as those index figures are determined by the United States Department of Labor, Bureau of Labor Statistics.

Staff has also negotiated with Aero Maintenance Inc. regarding the option to renew the lease. The City is willing to renew the existing leases for the 2 options of a period of 2-years. The proposed term of that new lease agreement would be 5-years with 2, 2-year option periods.

PROPOSED MOTION: Move to pass and forward to Council a recommendation for approval of a facilities lease agreement with Aero Maintenance Inc.

101-105E Lease APR 07 AeroMaintenance.pdf

FBO LEASE AGREEMENT

Lease FN
101 & 105
East Reserve

THIS LEASE AGREEMENT is made and entered into by and between the City of Vancouver, a municipal corporation of the state of Washington, Lessor, hereinafter referred to as "City", and Aero Maintenance, Inc., a Washington corporation hereinafter referred to as "Lessee."

WHEREAS, the City is the operator of Pearson Field located in the city of Vancouver, county of Clark, state of Washington; hereinafter referred to as "Airport"; and

WHEREAS, this lease agreement is to provide for and set forth the terms and conditions of such occupancy and use of said facilities at the Airport; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, and for the other good and valuable consideration, the parties hereto agree as follows:

Section 1.01. Leased premises. The City hereby leases to Lessee and Lessee leases from the City the following two separate described properties identified as Property 1 and Property 2:

Property 1.

A. Hangar building. The building located at 101 East Reserve Street, comprising hangar and office space (see attached Exhibit A).

B. Building apron and parking space. A paved aircraft ramp area on the east, west and south side of the building, extending outward a distance of approximately 80 feet, and the paved parking area directly south of the building to be designated as general public parking (see Exhibit A).

C. Fuel island. A fuel storage island consisting of three underground storage tanks, concrete pad, and three fuel pumps, comprising a space of approximately 40' X 40', located approximately 62' from the building's west side entrance.

Section 1.02. Contents of premises. The area described above contains a building owned by the City which containing office and hangar space; one 8,000 gallon fuel tank; two 10,000 gallon fuel tanks; and three aviation fuel pumps which occupy 841 square feet of ground space.

Section 1.03. Fuel tanks and aviation fuel pumps. Lessee shall be responsible for daily leak checks in the three aviation fuel tanks and recording and reporting this information as required by the Washington State Department of Ecology.

1 APR 2007

Section 1.04. Fuel flowage user fee. Lessee's fuel supplier and/or dealer shall have a city business license. Lessee shall notify its fuel supplier and/or dealer that it shall be the supplier, and/or dealer's responsibility to collect a "fuel flowage user fee." The fuel flowage user fee rate shall be seven (7) cents per gallon.

Should Lessee's fuel supplier and/or dealer fail to collect and remit said fuel flowage user fees to the City on or before the 19th day of each month, then Lessee shall be responsible to collect and remit payment of this fee to the city. Lessee shall provide the airport manager with records of the end-of-month fuel truck and individual pump meter readings by the 10th day of each month. The airport manager or designee shall have the right to inspect Lessee's fuel flowage records. Should Lessee fail to record and deliver all information required within 10 days of request, a $50 penalty fee shall be incurred and any lease payment shall be used to offset this penalty prior to reducing rent owed.

Property 2.

A. Hangar building. The building located at 105 East Reserve Street, comprising hangar and office space (see attached Exhibit B).

B. Building apron and parking space. A paved area on the east and north side of the building, and paved parking area directly south of the building. This parking space to be designated as private parking for building tenants only (see Exhibit B).

C. Two parking spaces in the parking area located north of Hangar A.

Section 1.05. Use of Premises. The premises shall be used primarily for the conduct of a Fixed Base Operator (FBO.) These services are to include at a minimum, aircraft maintenance, avionics and fuel sales. Hours of operation are to be normal business hours (approximately 8:00 a.m. to 5:00 p.m.) with fuel sales available on a 24 hour basis.

Section 1.06. Maintenance by Landlord: City shall maintain in good condition the pumps, fuel lines, underground storage tanks and complete all required tank testing. However, City shall not be obligated make any clean-up of fuel spillage, nor to make any repair or replacement occasioned by any act or omission of Lessee, Assignee, its employees, agents, invitees or licensees.

Section 2.01. Term/effective date. The term of this lease shall be a period of approximately five years commencing on the 1st day of April, 2007 and terminating the 31st day of March, 2012. Upon expiration of this lease, the lease may be extended by renegotiation which shall be completed by January 31, 2012, if the City elects to continue to lease said facilities. The rental and conditions for such "extended term" shall be determined pursuant to the terms of this Section and of Section 3.01 of this agreement.

Section 3.01. Rental/late penalty.

A. Rent for property 1 at 101 East Reserve Street shall be $2,681.20 per month for the first year; $2,721.42 per month the second year; $2,762.24 per month the third year; $2,803.67 per month the fourth year and $2,845.73 per month the fifth year, plus any other city, state, federal tax payable by the City. The City will be responsible for payment of state leasehold excise tax.

B. Rent for property 2 at 105 East Reserve Street shall be $2,383.42 per month for the first year; $2,419.17 per month the second year; $2,455.46 per month the third year; $2,492.29 per month the fourth year and $2,529.68 per month the fifth year, plus any other city, state, federal tax payable by the City. The City will be responsible for payment of state leasehold excise tax.

C. Such rent is due and owing to the City under terms of this agreement and shall be paid in advance on or before the first day of each and every month of the last term to: Finance and Administration Department, City of Vancouver, P.O. Box 8995, Vancouver, WA 98668-8995, or at such other place as may be designated in writing; notwithstanding the City's right to exercise these provisions under Section 7.06 Default. Lessee shall pay a late penalty fee in the amount of $25.00 for each month and the monthly rental amount is not received by the City by the 10th day of the month. Lessee shall additionally pay interest on all delinquent amounts at the rate of 12% per annum.

D. Process for setting future term rent. Rental for any "extended term" (as per Section 2.01) shall be renegotiated between the City and Lessee to reflect current market conditions.

E. Upon execution of this lease, Lessee shall pay to the City a sum of $_(deposits associated with initial lease will be retained)_, which shall be credited to Lessee's existing deposit account and identified as the last months rent under terms of this agreement.

Section 3.02. Damage and cleaning deposit. Upon execution of this lease, Lessee shall deposit, unless already on deposit, the amount of $500.00 to be held for the term of this lease for the purpose of paying any outstanding charges upon termination of lease for cleaning, damages, or unpaid utility bills. If no such charges exist at termination of the lease, said amount shall be refunded to Lessee. Upon termination of the lease, should the cost of cleaning, damages, or unpaid utility bills exceed $500.00 it is understood and agreed that Lessee is responsible for such charges and shall remit to the City any amount owing upon receipt of notice of amount due.

Section 4.01. Condition of premises. Lessee agrees to accept leased premises in its present condition. Lessee agrees also that it will provide at Lessee's own cost and expense all leasehold improvements, furniture, furnishings, fixtures, and equipment necessary to install and operate such a facility.

Section 4.02. Future alterations and improvements. Lessee shall make no alterations, additions, replacements, or improvements during the term of this lease without obtaining the City's prior written approval. Lessee shall file with the City, 30 days following completion of such improvements, a verified statement of final cost of such improvements together with copies of receipted invoices of labor and materials used therein, including architectural, engineering, and design fees.

Section 4.03. Title to improvements. Title to all improvements constructed, installed on or attached to the premises shall, at the City's option, rest in the City from the date of such attachment. Lessee shall be fully responsible for the payment of any and all taxes upon improvements made by Lessee. Lessee shall not subject any improvements to any security interests and/or mechanic liens. Lessee shall have full and exclusive use of such improvements conditioned only by the terms of this lease agreement. Title to all furniture, furnishings, or equipment placed on the premises (other than fixtures) shall at all times remain with Lessee.

Section 4.04. Signing. Lessee may install lawful and appropriate signs for advertisement purposes upon obtaining City's written consent.

Section 4.05. Maintenance of premises and operational costs. Lessee shall maintain and keep in good state of repair the leased premises and facility therein. Lessee shall bear at its own expense all costs of operating the facility including, but not limited to water, gas, electricity, and telephones, and shall pay in addition to rental and taxes, all other costs connected with the use of the premises, facilities, rights, and privileges granted including, but not limited to, all janitorial services and supplies, relamping the lights, maintenance of all utility fixtures and hangar doors, all other services and supplies not furnished by the City, and shall pay for all permits and licenses required by the City or other law. City shall not be responsible for any supplies or services.

Lessee shall be responsible for maintenance of fuel dispensing hoses and nozzles up to but not exceeding 1,000.00 annually. Lessee owns and maintains card reader.

Lessee shall be responsible for maintenance of hangar doors for both 101 and 105 East Reserve up to but not exceeding $1,000.00 annually.

Section 4.06. Laws, ordinances, etc. Lessee shall observe and obey all laws, ordinances, regulations and rules of the federal, state, county, and municipal governments which may be applicable to its operation at Pearson Field.

Section 4.07. Rules and regulations. The City shall have the right, and shall adopt and enforce reasonable rules and regulations with respect to use of the airport and related facilities which Lessee agrees to observe and obey.

Section 4.08. Inspection. Lessee shall allow the City's authorized representatives access to the premises leased at all reasonable hours for the purpose of examining and inspecting said premises for the purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Section 4.09. Warranties/guarantees. The city makes no warranty, guarantee, or averment of any nature whatsoever concerning the condition of the leased premises including the physical condition thereof or any condition which may affect the leased premises; and it is agreed that the City will not be responsible for any loss, damage, or costs which may be incurred by Lessee by reason of any such condition or conditions.

Section 5.01. Type of operation. Lessee shall maintain and operate all premises covered by this agreement in a first class manner and shall keep such premises in a safe, clean, orderly, and inviting condition at all times in accordance with the highest standards for this type of operation at other airports in the area.

Section 5.02. United States government assumption. The temporary, lawful assumption by the United States government or any authorized agency thereof of the operation, control, or use of the airport and facilities, or any substantial part or parts thereof which substantially restrict Lessee's use of the premises shall temporarily (during the time of such government use) relieve Lessee of its obligation for rental payment hereunder.

Section 6.01. Indemnity. Lessee agrees fully to indemnify, save and hold harmless the City from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based on or arising out of damage or injuries to third persons or their property, caused by the fault or negligence or alleged fault or negligence of Lessee, its agents or employees, in the use or occupancy by Lessee of the premises covered by this agreement; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the sole negligence of the City, its agents or employees; provided further that the City shall give to Lessee prompt and reasonable notice of any such claim or actions, and Lessee shall have the right to investigate, compromise and defend the same. Except as herein provided, neither party shall have authority to bind the other to any obligations for which the other may be liable.

Lessee agrees to carry and keep in force public liability insurance covering personal injury and death and property damage and such other insurance as may be necessary to protect the City herein from any and all claims and/or actions. Without limiting its liability as aforesaid, Lessee agrees to maintain with insurance underwriters satisfactory to the City a standard form of policy or policies of insurance in a sum of not less than $500,000 for any one person, and $500,000 for any one occurrence. The liability insurance for bodily injury shall be a limit of $500,000 for any one occurrence. In lieu of the aforementioned limits, the operator may carry a policy providing $500,000 combined single limit bodily injury and property damage liability. Said policy or policies shall expressly acknowledge and affirm Lessee's obligation to hold the City harmless as hereinabove stated and shall name the City as an additional insured and be on file with the city risk manager, within 10 days of the execution of this lease. Lessee shall advise the City of any cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage by thirty (30) days advance written notice to the City of Vancouver at the address set forth in Section 7.15, herein. The 30 days written notice of cancellation shall be physically endorsed on the face of the policy.

Section 6.02. Waiver of subrogation. The City and Lessee, as further consideration for the execution of this agreement, do each hereby mutually agree and promise one another that they shall waive their respective rights to subrogate to their respective insurance carrier all claims of recovery for loss, damage, or injury sustained by City and Lessee, and arising out of or incident to fire or explosion in, on or abut said premises, and including other perils included in the standard insurance policies with extended coverage endorsement attached as used in the state of Washington, whether such loss, damage, or injury is due to the negligence of said City or Lessee, their agents or employees or otherwise. Provided, however, this covenant shall be dependent on both City and Lessee having the contractual right with their respective insurance carrier to waive subrogation.

Section 6.03. Hangarkeeper's coverage. Lessee shall procure and at all times keep in force hangarkeeper's legal liability insurance in the amount of $100,000 per aircraft and $500,000 per occurrence.

Section 7.01. Assignment, transfer and subletting. Lessee shall not at any time assign, sublease, or transfer this agreement or any of the rights, privileges, uses or interests arising here under without first having obtained written approval of the City.

In the event of any assignment, sublease, or transfer approved by the City, any assignee, sublessee, or transferee shall be subject to the same conditions, obligations, and terms set forth herein, and Lessee shall be responsible for observance by its assignees, sublessees, or transferees of the terms and covenants of this lease. Should lessee sublease space for non-aviation related uses, the rate at which the area subleased for non-aviation related uses and for the duration the area is used for non-aviation related uses, will be negotiated and changed to reflect current commercial non-aviation rates.

In case of default by any assignee, sublessee, or transferee, Lessee, as well as assignee, sublessee, or transferee shall remain responsible for the performance by such assignee, sublessee, or transferee of such lease.

Sublessee lease agreement shall be between the person leasing the FBO building from city of Vancouver and the sub-tenant.

Section 7.02. Re-delivery. Upon termination of this lease Lessee shall have no further right or interest in the leased premises and the City shall be entitled to have the leased premises returned to it immediately.

Section 7.03. Holding over. In the event Lessee shall hold over and remain in possession of the leased premises after the expiration of this agreement, without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement but shall only create a tenancy from month to month which may be terminated by either party upon proper notice. .

Section 7.04. Non-waiver. Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of rent or any other payment by the City from Lessee after any default by Lessee shall not constitute a waiver of such default or any other default.

Section 7.05. Attorney fees. In the event any action, suit, or proceeding is brought to collect rent or to become due hereunder or any portion thereof, or to take possession of said premises or to enforce compliance with this agreement, or for failure to observe amy of the covenants of this agreement, Lessee agrees to pay the City such sum as the court may adjudge reasonable as attorney fees to be allowed in said suit, action, or proceeding, and in the event of an appeal as allowed by the appellate court.

Section 7.06. Default. A) If Lessee shall fail to pay any rent or other amount provided herein, when due, or B) if Lessee shall fail or neglect to do or perform or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under A) herein shall continue for a period of not less than 10 days; or under B) herein for a period of not less than 30 days, after the City has notified Lessee in writing of Lessee's default hereunder; or if Lessee shall be declared to be bankrupt or insolvent according to the law; or if any assignment of its property shall be made for the benefit of creditors; or if Lessee abandons its conduct of the facility herein for a period of 45 days, then in any of said cases or events the City, or those having its estate in the premises lawfully may, at its option, immediately or at any time thereafter, without demand or notice:

a) Terminate this lease.

b) Enter into and upon said premises or any part thereof and repossess the same of its former estate and expel said Lessee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or a preceding breach of covenant.

c) Pursue any other remedy at law or in equity.

d) Solicit a request for proposal for lease of the city-owned property.

Notwithstanding any said repossession, or any other action which the City may take, Lessee shall be and remain liable for the full performance of all obligations on the part of lessee to be performed under this lease.

All such remedies are cumulative and may be exercised concurrently or separately.

Section 7.07. Quiet enjoyment. The City agrees that on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all rights and privileges of said airport, its appurtenances, and facilities granted herein.

Section 7.08. Destruction of premises. In the event the premises are totally destroyed by fire or other casualty, the City may at its option terminate this lease or it may rebuild the building and/or facilities situated on said premises and the rent shall abate between the time of such destruction and the time the building and/or facilities are rebuilt and said premises are ready for occupancy. In the event of partial destruction of said premises by fire or other casualty, the City at its option may terminate this lease or rebuild and repair said premises, and in such case, the rent shall proportionately abate during the time between such partial destruction and repair or rebuilding thereof; provided, that in the events aforesaid, the City shall give notice to Lessee of the option it shall exercise within 30 days after the event giving rise thereto.

Section 7.09. Statutory provisions. This commercial lease is subject to applicable statutory provisions of Title 59, RCW: Landlord/Tenant, which by this reference are incorporated herein as fully as though set forth verbatim, a copy of which is available to Lessee upon request.

Section 7.10. Subordination. This lease shall be subordinate to the provisions of any agreement between the City and the United States relative to the operation or maintenance of the airport, the execution of which has been required as a condition precedent to the expenditure of federal funds for development of the airport.

Section 7.11. Non-discrimination. Pursuant to Title VI of the Civil Rights Act of 1964 and by Part 15 of the Federal Aviation Administration regulations, Lessee agrees it will not discriminate on the grounds of race, sex, color, or nation origin, and will not permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Administration regulations. The City reserves the right to take such action as the United States may direct to enforce provisions of this covenant or as it may find necessary.

Section 7.12. Interpretation of lease. Nothing in this lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by the City in the airport property, or in any manner waiving or limiting its control over the operation, maintenance, etc. of airport property except as it specifically provides herein or in derogation of such governmental rights as the City may possess.

Section 7.13. Invalid provisions. In the event any covenant, condition, or provisions herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition, or provision herein contained; provided that the invalidity of such covenant, condition, or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this lease.

Section 7.14. Successors and assigns bound by covenants. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the legal representatives, heirs, executors, administrators, successors, and assigns of the respective parties hereto as fully as the respective parties are bound hereto.

Section 7.15. Notices. Notices to the City, provided herein, shall be sufficient if sent by certified mail, postage prepaid, addressed to: Pearson Field, Manager, City of Vancouver, P.O. Box 1995, Vancouver, WA 98668-1995; notices to Lessee shall be sufficient if sent by certified mail, postage prepaid, addressed **to Lessee at Aero Maintenance, Inc., 101-A East Reserve Street, Vancouver, WA 98661, or to** such other respective address as the parties may designate to each other in writing from time to time. It shall be the responsibility of each party to immediately notify the other as to any change of address.

Section 8.01. Cessation of airport operation. In the event Pearson Airport permanently ceases to operate as an airport during the term of this lease, the City and Lessee's mutual obligations hereunder will cease. Should Lessee thereafter care to lease subject facility for operation of any lawful business consistent with the City's designated uses and zoning requirements then in effect, it shall have the right of first refusal under Section 2.02 of this lease to do so. Nothing herein shall be construed to interfere with the city's right to cease, for a valid governmental purpose, such airport operation.

Section 9.01. Ratification. Acts taken pursuant to this agreement prior to its date of execution are hereby ratified and confirmed.

Section 10.01. Time is of the essence to this lease and each and all of its provisions.

DATED this 1st day of april, 2007.

CITY OF VANCOUVER, a
municipal corporation
LESSOR

By: Pat McDonnell
Pat McDonnell, City Manager

AERO MAINTENANCE, INCORPORATED,
a Washington corporation
LESSEE

By: ____________________
Bill Gough
President

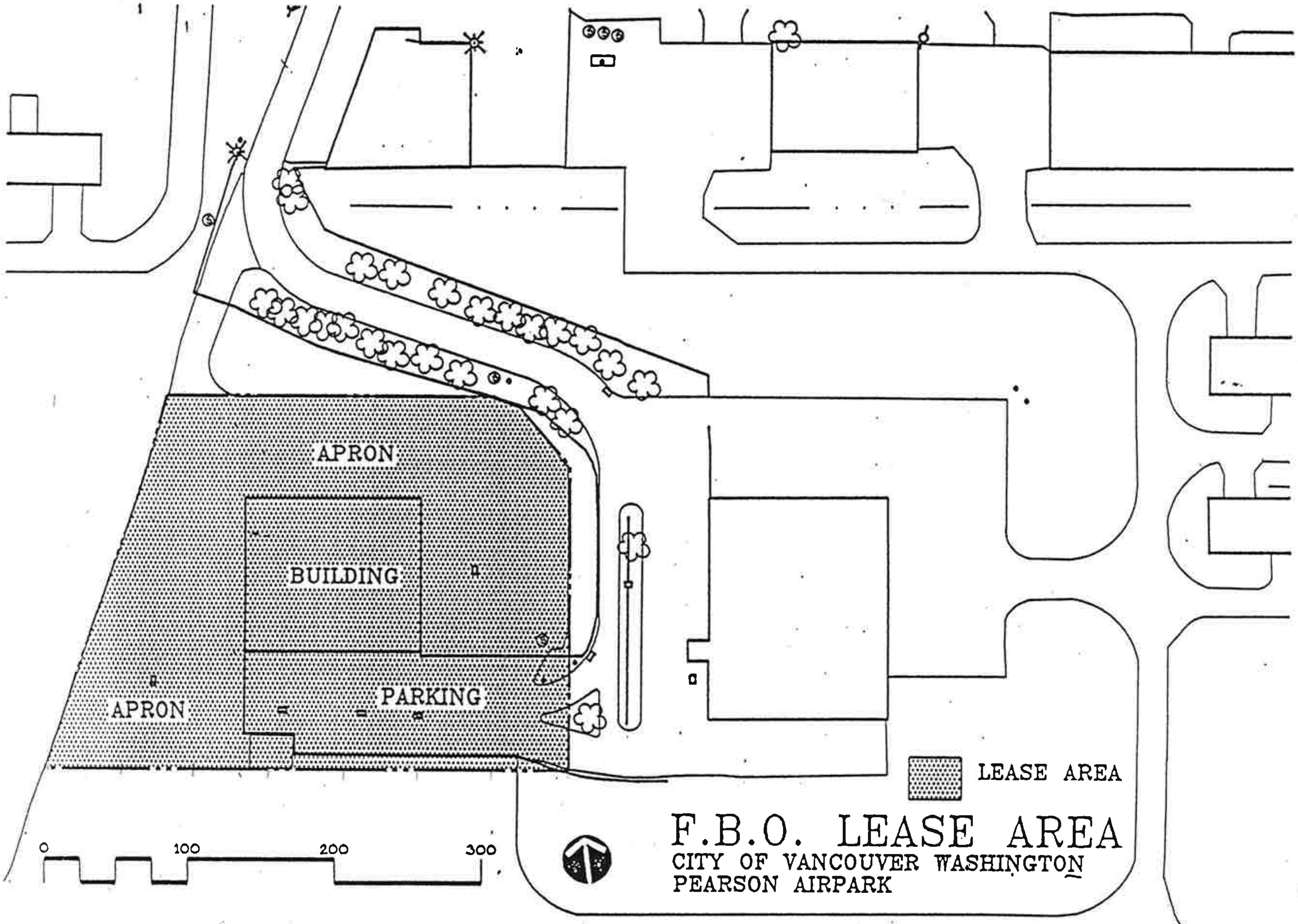
Approved as to form:

Ted H. Gathe
Ted H. Gathe, City Attorney

Attest:

R. Lloyd Tyler
Lloyd Tyler, City Clerk

FBO AGREEMENT.doc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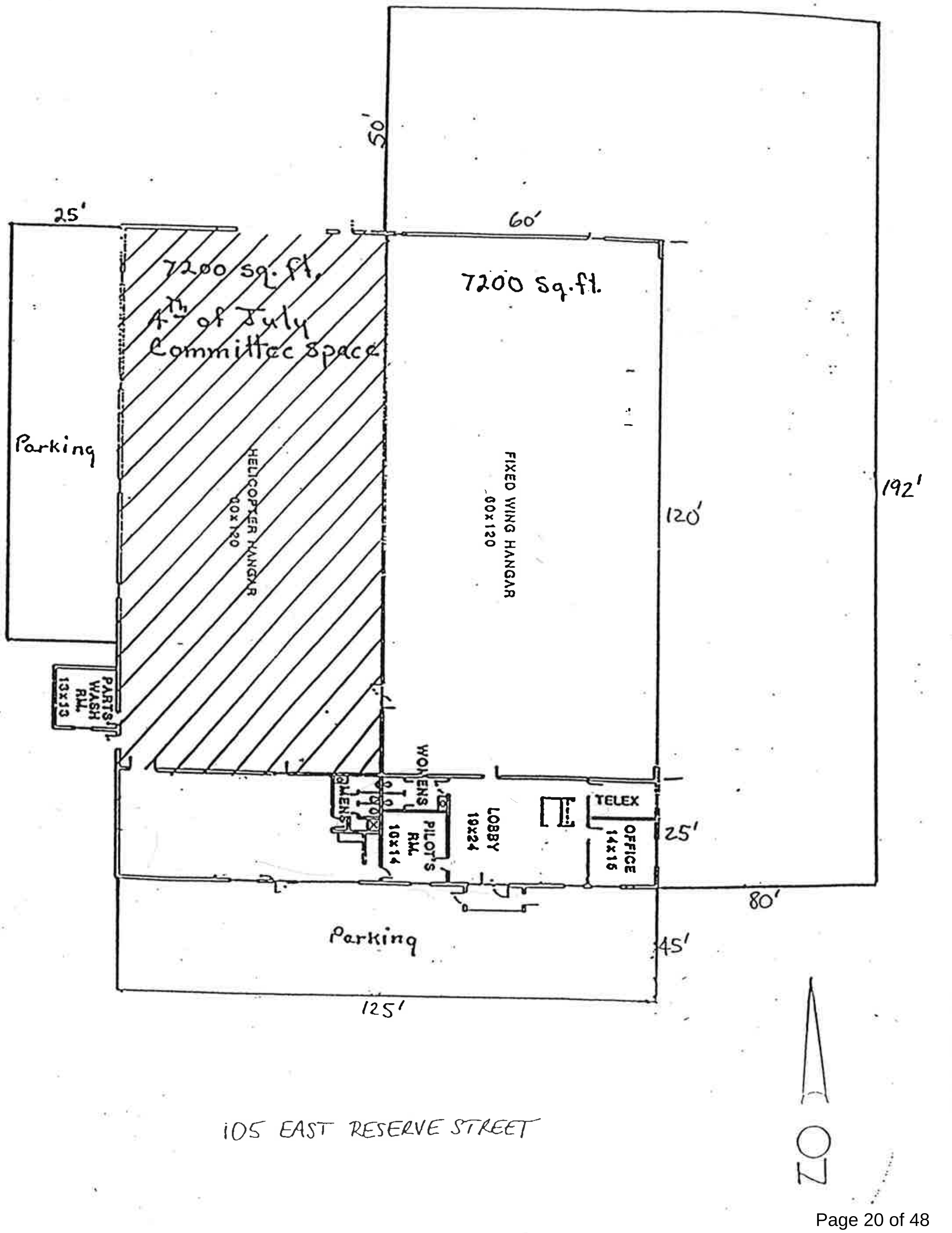
CITY OF VANCOUVER WASHINGTON
PEARSON AIRPARK

EXHIBIT A

EXHIBIT B



105 EAST RESERVE STREET

LEASE AGREEMENT
FOR
FIXED BASED OPERATION AT PEARSON FIELD AIRPORT

WHEREAS, the City is the owner and operator of Pearson Field Airport "Airport" located in the City of Vancouver, County of Clark, state of Washington; and

WHEREAS, this lease agreement is to provide for and set forth the terms and conditions of such occupancy and use of said facilities at the Airport; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, and for the other good and valuable consideration, the parties hereto agree as follows:

Section 1. THE PARTIES

THIS LEASE AGREEMENT is made and entered into as of the ___ day of________, 202__ by and between the City of Vancouver, a municipal corporation of the state of Washington, Lessor, hereinafter referred to as "City", and Aero Maintenance, Inc., hereinafter referred to as "Lessee."

Section 2. LEASED PREMISES

The City hereby leases to Lessee and Lessee leases from the City the following three separate described properties identified as Property 1, Property 2, and Fuel Facility (together referred to as the "Leased Premises"):

2.1 Property 1- 101 Building and Grounds

A. Hangar building. The building located at 101 East Reserve Street, comprising of approximately 9,600 square feet of hangar space and approximately 6,000square feet of office space with paved automobile parking available directly north of the building. (See attached Exhibit A).

B. Building Apron and Parking Spaces. A paved aircraft ramp area on the east and west side of the building, extending outward a distance of approximately 80 feet. (See Exhibit A).

2.2 Property 2- 105 Building and Grounds

A. Hangar Building. The building located at 105 East Reserve Street, comprising of approximately 7,200 square feet of hangar space on the east end of the building and approximately 1,200 square feet of office space (see attached Exhibit A). Lease does not include one of the 200 square foot office spaces that will be used as the Airport Manager's office. Lessee understands that the City may be renovating the approximate 1,500 square feet of office space during the time of this lease. An amendment to reflect the release of this portion of the agreement may be forthcoming and shall not be unreasonably withheld.

B. Building Apron and Parking Spaces. A paved area on the east side of the building, extending outward a distance of approximately 80 feet and half of the paved automobile parking area directly south of the building. This parking space to be designated as private parking for building tenants only (see Exhibit A).

2.3 Fuel Facility. A Fuel storage island consisting of three underground storage tanks, concrete pad and three fuel pumps and a dispenser, comprising a space approximately 40'x40' (see attached Exhibit A). Lessee understands that the City may be replacing the existing fuel system with an above ground Fuel Island within the timeframe covered by this Lease. Associated fees for this facility will change commensurate to the cost of this upgrade. The City reserves the right to assume responsibility for fueling operations any time after the installation of an above ground fueling facility.

Section 3. RENTAL AMOUNTS AND ASSOCIATED FEES

3.1 Base Rent. A Rent for property 1 at 101 East Reserve Street shall be $2.50 per square foot per year for hangar space and $5.20 per square foot per year for office space. (Hangar space is approximately 9,600, square feet at $2.50/sqft/yr equals $2,000.00 per month for the first year. Office space is approximately 6,000 square feet at $5.20/sqft/yr equals $2,600 per month for the first year).

Rent for property 2 at 105 East Reserve Street shall be $2.50 per square foot per year for hangar space and $5.20 per square foot per year for office space. Hangar space is approximately 7,200, square feet at $2.50/sqft/yr equals $1,500.00 per month for the first year. Office space is approximately 1,200 square feet at $5.20/sqft/yr equals $520.00 per month for the first year.

Rent for Fuel Facility at 101 East Reserve Street shall be $300.00 per month for the first year.

Lessee also agrees to pay any other additional state, federal or city taxes payable or which may become payable by the City and are associated with the leased property covered under this agreement. Rent shall be paid in monthly installments on or before the 10th day of every month, with the first payment due on January 1, 2025.

3.2 Fuel Flowage User Fee. In addition to the rents set forth above, Lessee shall pay the City a fuel flowage fee for each gallon of fuel delivered to the Fixed-Base Operator FBO at the Airport.

The fuel flowage fee shall be Eight Cents ($0.08) per gallon. The City may from time to time, in the exercise of its reasonable discretion, adjust the Fuel Flowage Fee to address market conditions. Any increase in fuel flowage fees will take effect thirty (30) days after the Airport Manager provides written notice to the FBO. The City will make commercially reasonable efforts to reach a mutual agreement with the FBO in determining the amount of any increases in fuel flowage fee. The City will use as a basis of consideration similar fees charged at other airports in the region operating under similar conditions. Lessee's fuel supplier and/or dealer are required to have a valid City business license.

Lessee shall provide the City with records of the end-of-month individual pump meter readings by the 10th day of each month. The City shall have the right to inspect Lessee's fuel flowage records. Should Lessee fail to record and deliver all information required within 10-days of request, a $50 penalty shall be incurred.

3.3 Additional Monthly Rent. If the Lessee reserves from the City any aircraft tie downs that are located on the public portion of the Airport Facilities and not on the Leased Premises, Lessee must pay the monthly rate charged by the City for use of the tie downs. This "Additional Monthly Rent" is due and payable at the same time as the Monthly Base Rent (the total of the monthly rent for the Leased Premises) and shall accompany the Monthly Base Rent payment made by Lessee to the City. The Additional Monthly Rent shall be the monthly rate charged by the City for use of aircraft tie downs on the Public Airport Facilities multiplied by the number of tie downs reserved by the Lessee (see Exhibit A). The Additional Monthly Rent shall be adjusted to coincide with the any change in the rate charged by the City to the public for use of tie downs owned and maintained by the City as part of the Public Airport Facilities.

3.4 Delinquent Payments. Delinquent rental payments, i.e. payments ten (10) or more days late, shall accrue interest payable to the City at the rate of 12% per annum. In addition, the Lessee shall pay a late fee of $500 for each month the payment is late. The City, as a courtesy, sends monthly invoices to Lessee. However, Lessee is responsible for paying all rents, late fees and interest regardless of whether the City sent to Lessee or Lessee received any invoice from the City.

3.5 Damage and Cleaning Deposit. Upon execution of this lease, Lessee shall deposit, unless already on deposit, the amount of $500 to be held for the term of this lease for the purpose of paying any outstanding charges upon termination of this lease including cleaning, damages, or unpaid utility bills. If no such charges exist at the termination of the lease, said amount will be refunded to the Lessee. Upon termination of the lease, should the cost of cleaning, damages or unpaid utility bills exceed $500, it is understood and agreed that the Lessee is responsible for such charges and shall remit to the City any amount owning upon receipt of notice of amount due.

3.6 Monthly Base Rent Increase.

Commencing on ________________1, 202__, said date being the first one (1) year anniversary of the Rent Commencement Date, and on each subsequent one (1) year anniversary thereafter, the Monthly Base Rent shall be adjusted in accordance with this paragraph. The rent increase shall be determined by multiplying the current annual rent by the annual percent change in the Consumer Price Index U.S. City Average—All Items for All Urban Consumers, West (1982 through 84 = 100) , for the month which is two (2) months prior to the month of the anniversary of the Rent Commencement Date ("the Adjustment Month") of the current lease year from the CPI-U for the Adjustment Month of the prior year, as those index figures are determined by the United States Department of Labor, Bureau of Labor Statistics. If there is no such CPI-U figure for the Adjustment Month of any year of the Term, then the Adjustment Month figure of the successor or most nearly comparable successor Index shall be used.

A. The calculation of the annual rent increase shall be as follows:

(1) Determine the current annual rent by multiplying the current monthly rent by 12.

(2) Determine the CPI-U index point change by subtracting the previous year's CPI-U index figure for the Adjustment Month from the current year's CPI-U index figure for the Adjustment Month.

(3) Determine the CPI-U annual percent change by dividing the index point change by the previous year's CPI-U index figure for the Adjustment Month. This quotient can be expressed as a percentage by multiplying by 100.

(4) Determine the additional annual rent by multiplying the current annual rent by the annual percent change.

(5) Determine the new annual rent by adding the additional annual rent to the current annual rent.

(6) Determine the new monthly rent by dividing the new annual rent by 12.

B. For example only, the following is shown for determining the annual percentage change:

CPI-U for current period	133.0
Less CPI-U for previous period	130.0
Equals Index Point Change	3.0
Divided by previous period CPI-U	130.0

	Equals	0.023	
Result multiplied by 100		0.023 x	100
	Equals percent change	2.3 %	

C. In no event shall the minimum Monthly Base Rent for any year during the Term be less than the minimum Monthly Base Rent for the immediately preceding year. Any annual adjustment shall not exceed three and a half (3.5) percent.

Section 4. USE OF LEASED PREMISES

4.1 Type of Operation. The premises shall be used primarily for the conduct of a Fixed Base Operator (FBO.) These services are to include at a minimum, aircraft maintenance, flight training, and fuel sales. Hours of operation are to be normal business hours (approximately 8:00 a.m. to 5:00 p.m., Monday- Friday), with fuel sales available on a 24-hour, self-serve, basis. Other services may be permitted with Airport Manager's approval.

The Lessee shall maintain and operate all premises covered by this agreement in a first-class manner and shall keep such premises in a safe, clean, orderly and inviting condition at all times, in accordance with the highest standards for this type of operation at other airports in the area.

4.2 Fuel Tanks and Aviation Fuel Pumps. City shall maintain in good condition the pumps, fuel lines and underground storage tanks (or above ground storage tanks once a new fuel farm is constructed). City shall be responsible for regular and required tank testing. However, City shall not be obligated to clean-up fuel spillage nor make any repair or replacement occasioned by an act or omission of the Lessee or its employees, agents, licensees or customers. Lessee shall maintain in good condition the fuel dispensing hoses, nozzles and grounding wire and reels. The City shall be responsible for all costs of the replacement of said item when needed. Lessee shall own and maintain the card reader system on the fuel pump(s). Lessee shall be responsible for daily leak checks in the aviation fuel system and recording and reporting this information as required by the Washington State Department of Ecology. Lessee is also responsible for paying the City's annual chemical hazard fee associated with the fuel system.

4.3 Subletting of Leased Premises. Subletting is approved for office and hangar spaces but not for parking spaces. Any subletting shall be approved by the Airport Manager in writing on a case by case basis, which approval shall not be unreasonably withheld. Lessee will provide the City with a copy of all subleases and a key to the subleased area of the building. At no time shall the Lessee sublet any of the premises without first contacting the Airport Manager.

4.4 Utilities. The Lessee shall pay all utilities, including but not limited to, electrical, water, sewerage, internet and storm water utilities; provided, however, that the City shall pay for water and electricity for the 105 Building.

Section 5. TERM

5.1 Term. The term of this lease shall be for five (5) years, commencing on ______, 202_, subject only to earlier termination in accordance with the terms of this agreement. Lessee may extend the terms of this lease for two (2) additional two (2) year periods, after which a new lease may be negotiated, by providing City written notice of interest to do so, at least one-hundred and twenty (120) days prior to the expiration of the additional lease term, provided Lessee is not in default at the time of giving such notice or on the date of expiration of the original term.

The Term shall not be extended if Lessee is in default of Lessee's obligations under this Lease Agreement, whether monetary or non-monetary, on the date that Lessee gives any such written notice to the City.

5.2 Termination. This Lease Agreement shall be subject to termination by either party, for cause, providing written notice to the other party of at least one-hundred and twenty (120 days) prior to the date on which termination takes place and in accordance with the terms of this Agreement. "Cause" shall be defined as a material breach of any terms or conditions of this Lease which remain uncured within sixty (60) days of notice of the breach. All written notice shall be made pursuant to Section 10.14.

Section 6. CONDITIONS AND ALTERATIONS

6.1 Condition of Premises. The City makes no warranty or guarantee concerning the condition of the Leased Premises, including the physical condition or any condition which may affect the Leased Premises, and it is agreed that the City will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any such conditions. Lessee has inspected the premises and agrees to accept the Leased Premises in its present condition. Subject to the provisions of Section 6.3, Lessee agrees also that it will provide at Lessee's own cost and expense any leasehold improvements, furniture, furnishings, fixtures and equipment it deems necessary for its purposes.

6.2 Maintenance of Premises and Operational Costs. Lessee shall maintain and keep in good state of repair the Leased Premises. Unless otherwise provided in this Lease, Lessee shall bear at its own expense all costs of operating the Leased Premises and shall pay, in addition to rental and all other costs connected with the use of the premises, all janitor services and supplies, re-lamping the lights, maintenance of all utility fixtures including plumbing, interior electrical wiring, hangar doors and all other services and supplies not furnished by the City, and shall pay for all permits and licenses required by City or other law. Lessee is responsible to provide for adequate pest control, including, but not limited to preventing and eliminating destructive insects, to include bees and wasps, rodents, and reptiles found on the Leased premises.

City shall maintain in good condition and repair, the roof, subflooring, interior and exterior plumbing and wiring and conduits, foundation, floor slab, structural supports (both interior and exterior), curbs, parking lots and aprons, sewers and drains, exterior of buildings and all other aspects of the Leased Premises not assigned to Lessee.

6.3 Future Alterations and Improvements. Lessee shall make no alterations, additions, replacements, or improvements during the term of this lease without obtaining the City's written approval in advance. Upon completion of any such improvements, Lessee shall file with the City a verified statement of final cost of such improvements together with copies of receipted invoices for labor and materials used and also including architectural engineering and design fees. Lessee hereby agrees that all fixtures and improvements shall become the property of the City upon the termination of this Lease through the expiration of the term or for any other reason. Maintenance and operation of such improvements shall be the sole responsibility of Lessee during the term of the lease.

6.4 Signs. Lessee may install signage for identification and advertising purposes with the City's written consent. All signage must comply with City codes including codes for the Vancouver National Historic Reserve.

6.5 Access to Premises. Lessee shall allow the City's authorized representatives access to the Leased Premises, leased exclusively to Lessee, upon 24 hour notice, for the purpose of examining and inspecting the premises, performing maintenance or for purposes connected with the performance of its obligations hereunder, in the exercise of its governmental functions or in the case of emergency. Lessee shall provide the City with a key to the buildings that are leased exclusively to the Lessee. City agrees that the key will only be used by airport staff and by City maintenance staff who are assigned to work at the airport.

Section 7. <u>LAWS, RULES AND REGULATIONS</u>

7.1 Laws, Ordinances, Etc. The Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the airport.

7.2 Rules and Regulations. The City shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the airport and related facilities, which Lessee agrees to observe and obey.

7.3 Landlord Tenant Regulations. This Agreement is subject to the applicable statutory provisions of Title 59 RCW, Landlord-Tenant, which by this reference are incorporated herein as fully as though set forth verbatim, unless a different condition is specified in this agreement, then the term of the agreement shall control.

7.4 Temporary Lawful Assumption / Relief of Obligation. The temporary, lawful assumption by the United States Government or any authorized agency thereof of the operation, control or use of the airport and facilities, or any substantial part or parts thereof, which substantially restrict Lessee's use of the premises shall temporarily (during the time of such government use) relieve Lessee of its obligation for rental payment hereunder.

Section 8. VANCOUVER NATIONAL HISTORIC RESERVE

The Lessee acknowledges that Pearson Field is part of the Vancouver National Historic Reserve (VNHR), a federally designated national historic site.

8.1 Fly Neighborly. Pearson Field Airport is adjacent to Fort Vancouver National Historic Site, a unit of the National Park Service. Pilots are encouraged to reduce power as soon as practical for noise abatement and to also avoid flying over the stockade at Fort Vancouver except in the event of an emergency.

8.2 Independence Day. The airport may be closed the evening of July 4th in association with the annual Independence Day fireworks. The Airport Manager will notify tenants regarding airport access restrictions, closures and related issues prior to July 4 of each year.

Section 9. INDEMINTY/INSURANCE

9.1 Indemnity. Lessee agrees fully to indemnify, and save and hold harmless, the City**, its officials, employees and agents,** from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property, caused by the fault or negligence or alleged fault or negligence of Lessee, its agents or employees, in the use or occupancy by Lessee of the Leased Premises covered by this agreement; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that City shall give to Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and mutually defend the same.

9.2 General Liability Insurance. Lessee agrees to carry and keep in force, general liability insurance covering bodily and personal injury, property damage and contractual liability, and such other insurance as may be necessary to protect the City herein from such claims and actions aforesaid. Without limiting its liability as aforesaid, Lessee agrees to maintain with insurance underwriters satisfactory to the City a standard form of policy of insurance in an amount of not less than $1,000,000 per occurrence. City shall be listed as an additional insured.

9.3 Hangarkeeper's Insurance. Lessee shall procure and at all times keep in force hangarkeeper's legal liability insurance in the amount of $100,000 per aircraft and $500,000 per occurrence. City shall be listed additional insured. Lessee shall provide the City with a copy of this insurance certificate.

9.4 Lessee Responsible for Any and All Damages Resulting from Floods. Lessee hereby acknowledges that the Leased Premises are situated on a 100-year floodplain according to the United States Army Corps of Engineers and the Federal Emergency Management Agency. Accordingly, the Lessee hereby agrees that they will be solely liable for any and all damages that results to any personal property owned by the Lessee from any type of flood that occurs on the Leased Premises. Lessee further agrees to hold harmless and defend the City**, its officials, employees and agents,** from any and all claims, damages, lawsuits and/or appeals for any losses or damages to property, physical and/or psychological injuries that result from of any flood that may occur on the Leased Premises. Lessee understands that they bear full responsibility of taking any and all precautionary measures to prevent or mitigate damages or injuries to Lessee's personal property from flooding on the Leased Premises, and that they can proactively mitigate damages by procuring an insurance policy that will cover such damages and/or injuries from flooding on the Premises.

Section 10. GENERAL PROVISIONS

10.1 Assignment, Transfer and Subletting: The Lessee shall not at any time assign, sublease or transfer this agreement or any of the rights, privileges, uses or interests arising hereunder without first having obtained written approval from the City which approval shall not be unreasonably withheld. In the event of any assignment, sublease, or transfer approved by the City, any assignee, sublessee or transferee shall be subject to the same conditions, obligations and terms as set forth herein, and the Lessee shall be responsible for the observance by its assignees, sublessees or transferees of the terms and covenants of this lease. In case of default by any assignee, sublessee or transferee, the Lessee, as well as assignee, sublessee or transferee shall remain responsible for the performance by such assignee, sublessee or transferee of such lease.

10.2 Redelivery. Upon termination of this lease the Lessee shall have no further right or interest in the Leased Premises and the City shall be entitled to have the Leased Premises returned to it immediately. The Lessee shall remove all improvements constructed or installed by Lessee that the City directs the Lessee to remove from the Leased Premises. The Lessee shall remove such property from the Leased Premises at the direction of the City within sixty (60) days after said termination and restore the premises to their original condition. However, the Lessee hereby agrees that all fixtures shall be the property of the City upon the termination of this Lease unless the City specifically waives the right to own the fixtures in writing. The Lessee further agrees that the City shall have the sole option to waive the provisions of this section either in whole or in part that relate to the Lessee's removal of fixtures and other property constructed or installed by Lessee from the Leased Premises. In the event that the City does not require the Lessee to remove fixtures and/or other property from the Leased Premises, then all buildings and improvements of all types, including fixtures, constructed on the Leased Premises by the Lessee or the City shall become the property of the City upon the termination of this Lease.

10.3 Holding Over. In the event Lessee shall hold over and remain in possession of the Leased Premises after the expiration of this agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement but shall only create a tenancy from month to month which may be terminated at any time by the City or the Lessee with a minimum of 30 days notice in writing.

10.4 Non-Waiver: Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance or payment of rent shall not be deemed a waiver.

10.5 Attorney's Fees. In the event any action or suit or proceeding is brought to collect the rent or to become due hereunder or any portion thereof or to take possession of the Leased Premises or to enforce compliance with this Agreement or for failure to observe any of the covenants of this

Agreement, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding, and in the event of an appeal as allowed by the appellate court. The parties agree that the venue for any action brought under this Agreement shall be Clark County superior court.

10.6 Default. (A) If Lessee shall fail to pay rent when due, or (B) if Lessee shall fail or neglect to do or perform or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (A) shall continue for a period of not less than ten (10) days or under (B) for a period of not less than thirty (30) days after the City has notified Lessee in writing of Lessee's default, or if Lessee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors or if Lessee abandons its operation of the facility for a period of forty-five (45) days, then in any of said cases or events, the City, lawfully may, at its option, immediately or at any time thereafter, without demand or notice terminate this lease and enter into and upon the Leased Premises or any part thereof and repossess the same of its former estate, and expel said Lessee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or a preceding breach of covenant.

10.7 Quiet Enjoyment. The City agrees that on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the Leased Premises and all rights and privileges of Pearson Field, its appurtenances and facilities granted herein.

10.8 Destruction of Premises. In the event the premises are totally destroyed by fire or other casualty, the City may, at its option, terminate this lease, or it may rebuild the building and/or facilities situated on said premises and the rent shall abate between the time of such destruction and the time the building and/or facilities are rebuilt and said premises are ready for occupancy, or in the event of a partial destruction of said premises by fire or other casualty, the City at its option may terminate this lease or rebuild and repair said premises, and in such case the rent shall proportionately abate during the time between such partial destruction and repair or rebuilding thereof; provided, that in the events aforesaid, the City shall give notice to the Lessee of the option it shall exercise within thirty (30) days after the event giving rise thereto.

10.9 Subordination. This Lease shall be subordinate to the provisions of any agreement between the City and the United States relative to the operation or maintenance of the airport, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development of the airport.

10.10 Non-Discrimination. Pursuant to Title VI of the Civil Rights Act of 1964, by Part 15 of the Federal Aviation Regulations and by the City of Vancouver Charter, Article VII, Section 7.10 , Lessee agrees it will not discriminate on the basis of age, race, color, national origin, ethnicity, creed, religious opinions or affiliations, sexual orientation, gender identity/expression, pregnancy, marital status, family status, mental or physical disability, military status, status as a veteran or any other protected status, and will not permit discrimination against any person or group of persons in any manner prohibited by Part 5 of the Federal Aviation Regulations. The City reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.

10.11 Interpretation of Lease. Nothing in this Lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by the City in the airport leased property, or in any manner waiving or limiting its control over the operation, maintenance, etc., of airport property except as it specifically provided for herein or in derogation of such governmental rights as the City possess.

10.12 Invalid Provisions. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

10.13 Successors and Assigns Bound by Covenants. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the legal representative, successors, and assigns of the respective parties hereto.

10.14 Notices: Notices to the city, provided for herein, shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Pearson Field Airport Manager
City of Vancouver, P.O. Box 1995,
Vancouver, Washington 98668

Notices to the lessee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

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____

____

10.15 Cessation of Operation. In the event Pearson Field permanently ceases to be operated as an airport during the term of this lease, City and Lessee's mutual obligations hereunder will cease. Nothing herein shall be construed to interfere with the City's right to cease, for a valid governmental purpose, such airport operation.

10.16 Entire Agreement. This Agreement constitutes the entire agreement of the parties and cannot be modified or changed unless done so in writing and signed by the parties to this Agreement.

EXECUTED this _____ day of _________________________202__.

CITY OF VANCOUVER,
a municipal corporation

AERO MAINTENANCE, INC.
a Washington corporation

Eric J. Holmes, City Manager

Attest:

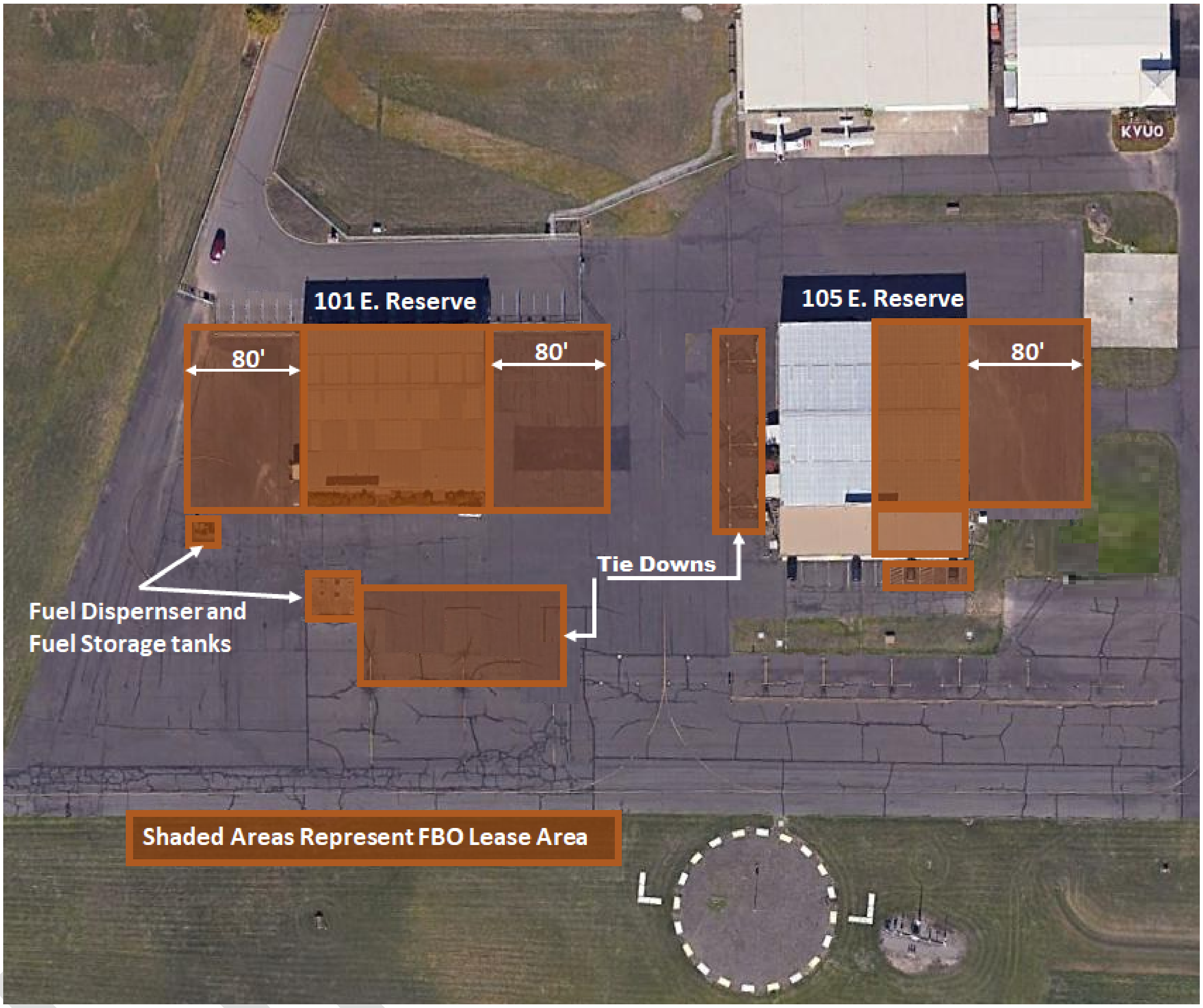
Natasha Ramras, City Clerk

Approved as to form:

____
Philip Gigler, Asst. City Attorney

EXHIBIT A

101 East Reserve Street & 105 East Reserve Street



AVIATION ADVISORY COMMITTEE MEMORANDUM

DATE: October 23, 2024

TO: Pearson Field Aviation Advisory Committee

FROM: Guy Lennon, Airport Manage/PW

RE: AGENDA ITEM V. ANNUAL LEASED PROPERTY ESCALATORS

RECOMMENDATION: Staff recommends the Pearson Field Aviation Advisory Committee (AAC) approve the annual leased property escalator's.

BACKGROUND/DISCUSSION: Per the bylaws of the AAC, the Committee is to have "General financial oversight of the airfield, including all proposed fees, commercial leases, rental rates, and rental agreement formats." The City of Vancouver has three ground lease properties. The three tenants that have ground leases with the City are, Paul and Sharon Lawson, Nancy McKibbin, and Airways Science for Kids.

All three tenants have an annual lease rate escalator incorporated in the lease agreement. Per the lease agreements, it is time for the annual rate adjustment. The agreements note that every year the rate will be adjusted according to increases in the National Consumer Price Index (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (DOL). This adjustment will start on January first of each year.

A review of local rates was completed for the 2025 escalator. The review of this year's CPI has determined an increase of 3.5%.

PROPOSED MOTION: Move to approve the rate adjustments as proposed.

AVIATION ADVISORY COMMITTEE MEMORANDUM

DATE: October 23, 2024

TO: Pearson Field Aviation Advisory Committee

FROM: Guy Lennon, Airport Manage/PW

RE: AGENDA ITEM VI. CY 2025 PEARSON FIELD AVIATION ADVISORY COMMITTEE REGULAR MEETING SCHEDULE

RECOMMENDATION: Staff recommends the Pearson Field Aviation Advisory Committee (AAC) approve a Calendar Year (CY) 2025 Regular Meeting Schedule as presented.

BACKGROUND/DISCUSSION: Per the Bylaws, the Committee meets Quarterly on the second Wednesday and is scheduled for four regular meetings per calendar year. Per the Bylaws, the Chair can cancel a regular meeting "if there are no action agenda items to be heard…no later than seven (7) days prior to the scheduled meeting date".

Each year it is requested the Committee's regular meeting schedule for the upcoming calendar year be posted. Therefore, staff recommends formal approval of the following regular meeting dates for CY 2025:

January 8
April 9
July 9
October 8

PROPOSED MOTION: Move to approve the Calendar Year 2025 Pearson Field Aviation Advisory Committee Regular Meeting Schedule as presented.

DATE: October 18, 2024

TO: Aviation Advisory Committee members

FROM: Katherine Kelly, Senior Policy Advisor; Lori Severino, Senior Planner

RE: **Interstate Bridge Replacement Program Update**

CC: Rebecca Kennedy, Deputy Director, Community Development Department; Guy Lennon

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Introduction
The City of Vancouver is one of eight local partner agencies engaged in the Interstate Bridge Replacement (IBR) Program, which covers a five-mile corridor and seven freeway interchanges in addition to replacement of the I-5 bridge structures over the Columbia River. The IBR Program released the Draft Supplemental Environmental Impact Statement (SEIS) on September 20 for a 60-day public comment period through November 18. This marks an important milestone in the effort to replace the I-5 Columbia River bridge with a modern, seismically sound structure – planning for which began over two decades ago.

This memo provides an overview of the Draft SEIS contents and process, background on the IBR Program, and summaries of the Draft SEIS findings and policy guidance most relevant to the Aviation Advisory Committee's purview, as well as initial staff comments on the findings. Staff is seeking the Commission's feedback, and discussion prompts are provided at the end of the memo.

Overview of the Draft SEIS

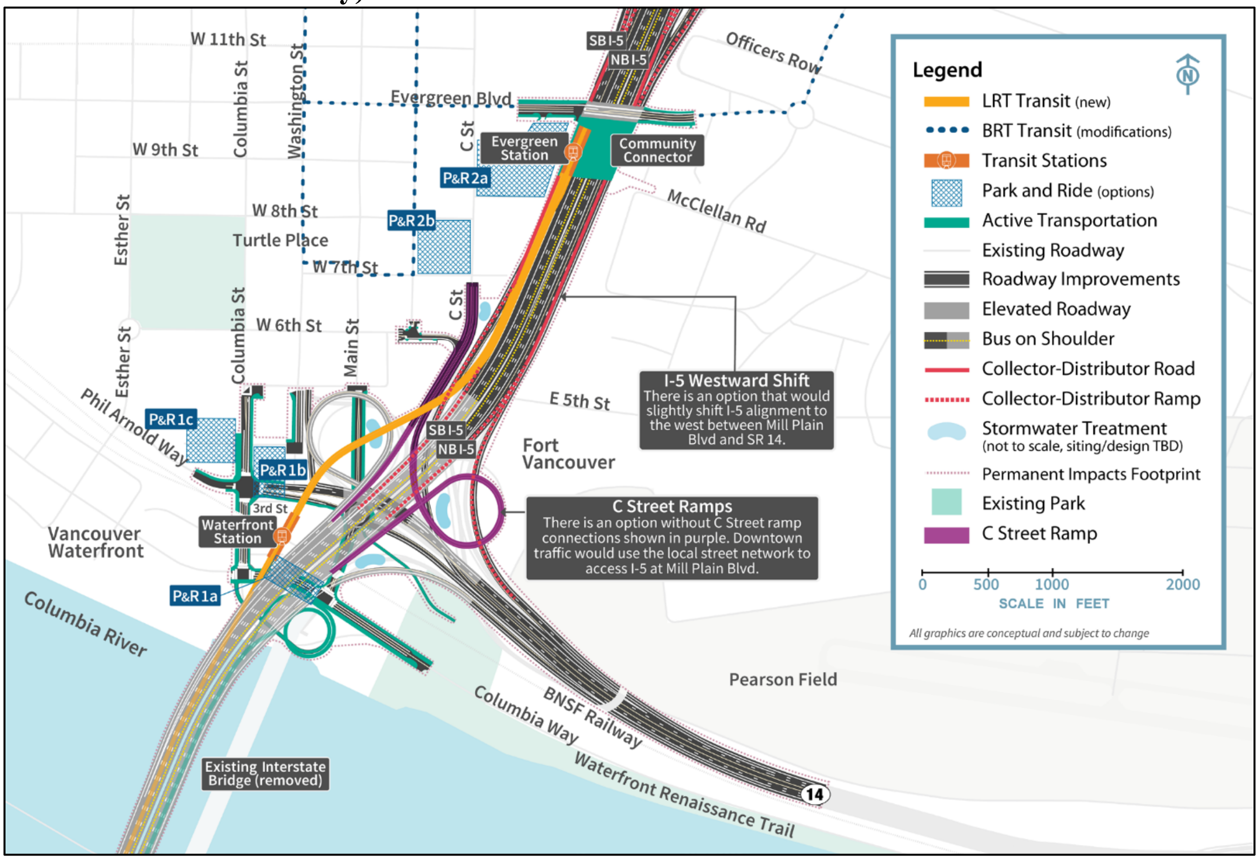
The Draft SEIS analyzes potential benefits and impacts resulting from the design, construction, and operation of a Modified Locally Preferred Alternative (LPA) agreed to by partner agencies in 2022. The primary components of the Modified LPA include:

- replacement bridges over the Columbia River and North Portland Harbor,
- improvements to local streets and seven freeway interchanges,
- safety shoulders,
- one auxiliary lane,
- variable rate tolling,
- extension of light rail service from Portland to Vancouver,
- enhanced bus service via use of shoulder lanes on the freeway for express routes, and
- new pedestrian/bicycle facilities, including a shared use path over the river.

As shown in Figure 1 below, two light rail (MAX) stations are planned for Downtown Vancouver, including one near Evergreen Boulevard and one in the Waterfront area. Main Street will be extended south to a realigned Columbia Way and to a pathway under I-5 to Old Apple

Tree Park. These connectivity improvements will be enabled by space opening up under I-5 due to the Columbia River bridges being constructed at a higher elevation than exists with the current bridge. The Modified LPA also includes a lid over I-5 (referred to as the Community Connector) on the south side of Evergreen Boulevard, adjacent to the light rail terminus station.

Figure 1: Map of the Modified LPA for Downtown Vancouver (Figure 2-23 in the Draft SEIS Executive Summary)



The Draft SEIS analyzes multiple design options, including:

- bridge configurations (single level or double level at a fixed height, or with a movable span),
- addition of auxiliary lanes in certain segments of the corridor,
- up to two park and ride facilities near light rail stations in Downtown Vancouver (described further below),
- westward shift of the I-5 alignment through Downtown Vancouver or retention of a centered alignment, and
- rebuilding or removal of freeway ramps to and from C Street.

The Draft SEIS includes four chapters, 10 appendices, and 27 technical reports, covering the following topics:

Transportation

- Transportation
- Air Quality
- Aviation
- Energy
- Greenhouse Gas Emissions
- Navigation
- Noise and Vibration

Community

- Cultural Resources
- Economics
- Electric and Magnetic Fields
- Environmental Justice
- Equity
- Hazardous Materials
- Land Use
- Neighborhoods
- Parks and Recreation
- Property Acquisitions
- Public Services
- Utilities

Environment

- Climate Change
- Ecosystems
- Geology and Groundwater
- Visual Quality
- Water Quality and Hydrology
- Wetlands and Waters

For each topic, the Draft SEIS compares the Modified LPA and associated design options to a "no-build" alternative – a scenario in which the IBR Program is not built. Under this scenario, the states of Oregon and Washington would continue to operate and maintain the existing bridge structures and none of the proposed IBR Program improvements would be constructed. For both the Modified LPA and No-Build scenarios, the technical modeling and analysis is projected through the year 2045.

Release of the Draft SEIS marks an important milestone for the IBR Program. It is a necessary step for any project receiving federal funds and subject to the National Environmental Policy Act (NEPA). The Act requires assessment and disclosure of effects of proposed actions on natural resource, ecosystem, or human community environments prior to making final design decisions. It also ensures that agencies consider public comments as part of their decision making.

Based on public feedback received on the Draft SEIS and additional analysis, the IBR team in coordination with Program partners will narrow down design options to a single solution for moving forward to construction. This solution, along with all public comments on the Draft SEIS and responses to the comments, will be documented in a Final SEIS. Following the Final SEIS, the federal lead agencies will sign a Record of Decision (ROD) that will allow the IBR Program to begin using federal funds for construction. The ROD is currently anticipated to occur in late 2025.

For detailed information, including the complete Draft SEIS and associated resources, please refer to: https://www.interstatebridge.org.

Background on the IBR Program

The IBR Program is a continuation of the Columbia River Crossing (CRC) Project, which launched in 2005. Several NEPA documents were prepared for the CRC Project, including a Draft Environmental Impact Statement (EIS) in 2008 and a Final EIS and Record of Decision in 2011. The CRC Project was suspended in 2014, but in 2019, the governors of Oregon and

Washington signed a Memorandum of Intent to restart bridge replacement efforts, launching the IBR Program.

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) are joint lead agencies responsible for overseeing the NEPA process for IBR. Local lead agencies responsible for administering the program are the Oregon and Washington Departments of Transportation (ODOT and WSDOT), Clark County Public Transportation Benefit Area (C-TRAN), Tri-County Metropolitan Transportation District (TriMet), Southwest Washington Regional Transportation Council (RTC), and Oregon Metro (Metro). Other local agencies in the IBR partnership are the City of Vancouver, City of Portland, Port of Vancouver, and Port of Portland.

In response to changed conditions in the physical environment, community priorities, and regulations, these partner agencies collaborated to develop the Modified LPA, which is based on the approved CRC Project with some modifications (such as the location of the light rail stations in Downtown Vancouver).

Extensive community engagement informed the Modified LPA, including neighborhood meetings, working groups, listening sessions with local organizations and equity priority communities, and two surveys that each received approximately 9,000 responses. The partner agencies endorsed the Modified LPA in summer 2022. As part of this process, the City of Vancouver adopted a resolution and conditions of approval to document the City's interests, policies, and goals for the program as it moved into the next stage.

After endorsement of the Modified LPA, the program began preparing the Draft SEIS for the IBR Program. The Draft SEIS is a "supplement" to CRC's Final EIS, in accordance with NEPA regulations that allow lead agencies to build upon past work. The Draft SEIS for the IBR Program includes modifications to address changes in the physical environment, community priorities, and regulations since publication of the prior documents. The "Purpose and Need" statement for the IBR Program remains the same as it was with the CRC Project, although the Draft SEIS documents the ways in which these challenges have amplified in the last 10 plus years:

Safety: Narrow lanes, no shoulders, poor sight distances, bridge lifts, and short ramp distances for merging and diverging contribute to crashes.

Impaired freight movement: Congestion and bridge lifts slow down freight carrying goods along I-5, a critical economic trade route on the West Coast.

Congestion: Over 143,000 vehicles crossed the Interstate Bridge each weekday in 2019 with more than 10 hours of daily congestion.

Earthquake vulnerability: In a major earthquake, the bridge would likely be significantly damaged, potentially beyond repair.

Inadequate bike & pedestrian paths: Narrow shared use paths, low railing heights, and lack of dedicated pathways impede safe travel.

Limited public transportation: Limited transit options and existing bus service can be unreliable due to traffic congestion and bridge lifts.

The IBR Program has also placed greater emphasis on climate and equity, as documented in the program's Equity Framework and Climate Framework. An inclusive public involvement process is also a key part of the IBR Program, which involves three advisory groups consisting of community members, leaders from local organizations, and subject matter experts.

Refer to the IBR website for additional details on the history of the IBR Program.

Summary Information and Findings in the Draft SEIS Relevant to the Aviation Advisory Committee:

This section summarizes the key findings, mitigations, and contextual information from the Aviation technical report, which is the most relevant topic to the Aviation Advisory Committee. Refer to the Draft SEIS chapters and technical reports for information on the IBR Program as a whole.

The Aviation report describes relevant regulations, methods for assessing impacts, affected environment, long-term effects, temporary effects, indirect effects, mitigation, and permits and approvals. The analysis of effects is based on compliance with Federal Aviation Administration (FAA) regulations.

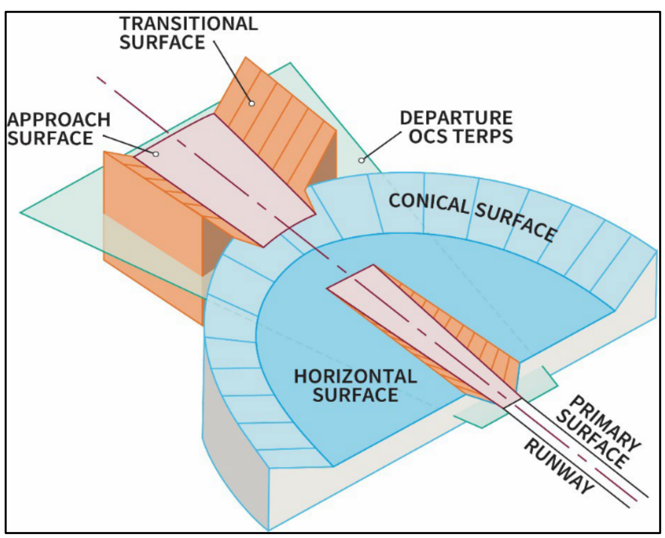
This section is organized into the following sections:

1. Long-term effects
    a. Part 77
    b. Standard for Terminal Instrument Procedures (TERPS)
    c. Wildlife Strikes
2. Temporary effects
3. Synopsis

Long-term effects: Part 77

CFR Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace) regulates protected airspace, which is represented by several imaginary surfaces in space and on the ground (see Figure 2). Any object that penetrates the Part 77 surfaces may be deemed a hazard to aviation.

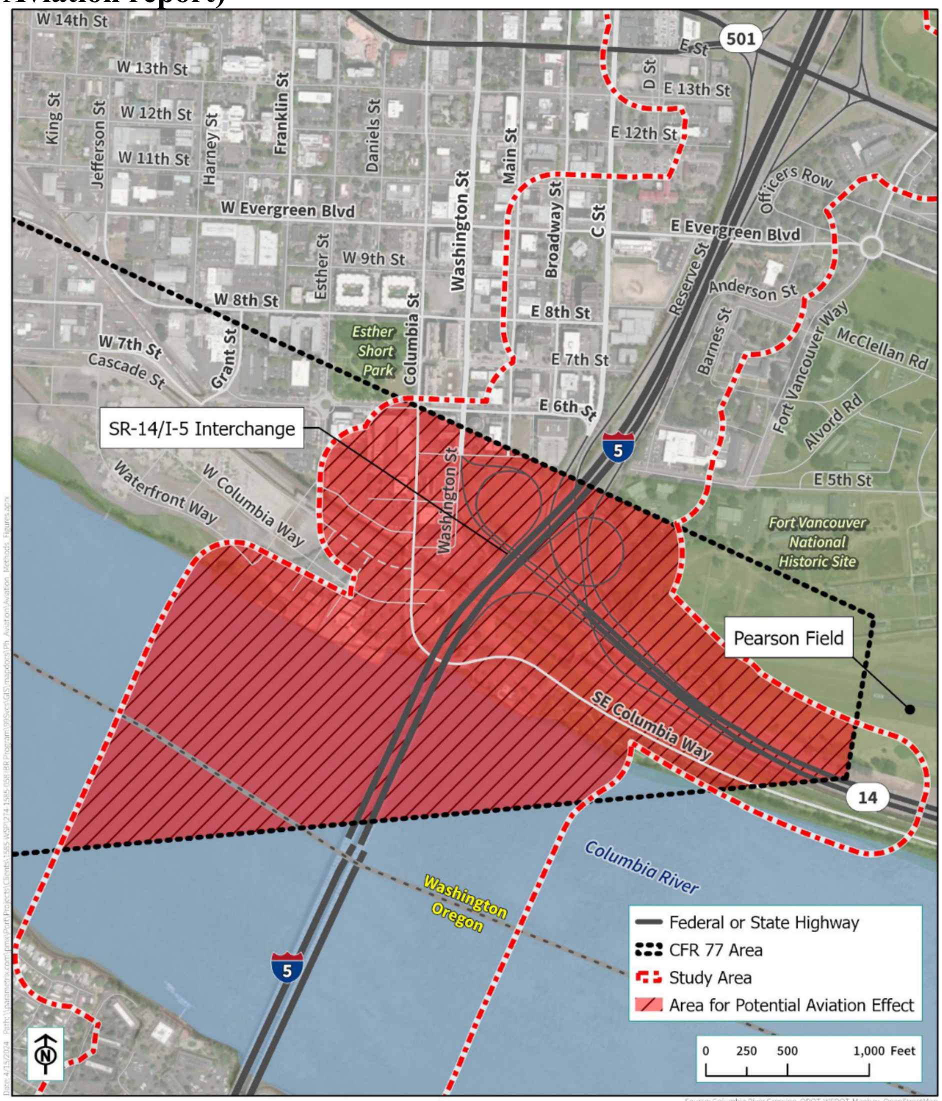
Figure 2: Typical Civil Airport Protected Airspaces (Figure 2-4 in the Aviation Report)



According to the Draft SEIS, the Part 77 surfaces for Pearson Field were constructed using a 20:1 approach slope starting 200 feet beyond the end of runway with a horizontal surface 150 feet above the North American Vertical Datum of 1988 (NAVD 88) (FAA 2019) elevation of 28.6 feet. The existing Interstate Bridge lift-span towers intrude into Part 77 protected airspace (70 feet into the horizontal surface and 98 feet into the transitional surface). The existing lift-span towers are marked with lights.

The aviation analysis area is the area that overlaps the protected airspace under Part 77 and program area (see Figure 3).

Figure 3: Analysis Area for Potential Aviation Effects at Pearson Field (Figure 2-2 in the Aviation report)



Double deck fixed span configuration: With the double-deck fixed-span configuration, the roadway deck on the bridge would have an approximate maximum height of 160 feet, a 17-foot envelope above the deck for vehicle traffic, and an assumed 13-foot envelope for signs and lighting above the vehicle envelope. Based on this conceptual design, the roadway deck and envelope for vehicle traffic would be outside protected airspace for Pearson Field, but any signs and lighting designed to the full extent of the 13-foot envelope would penetrate the horizontal surface to a maximum depth of 12.5 feet. See Figures 4 and 5 below.

Figure 4: Locations for Low-Profile Signs and Lights on Modified LPA with Double-Deck Fixed-Span Configuration (Profile View) (Figure 4-1 of the Aviation report)

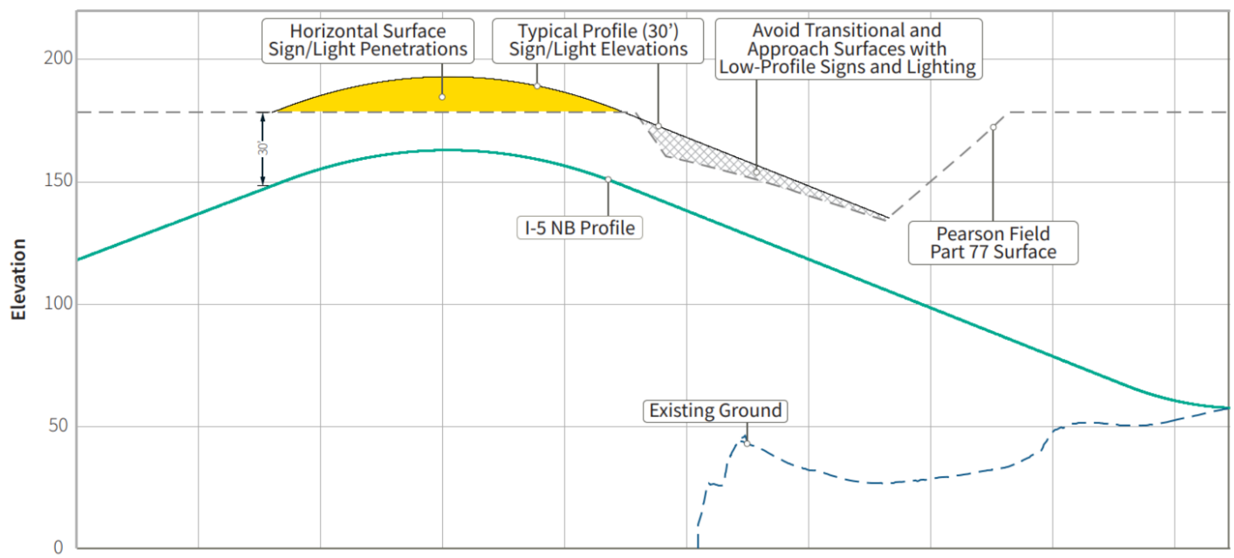
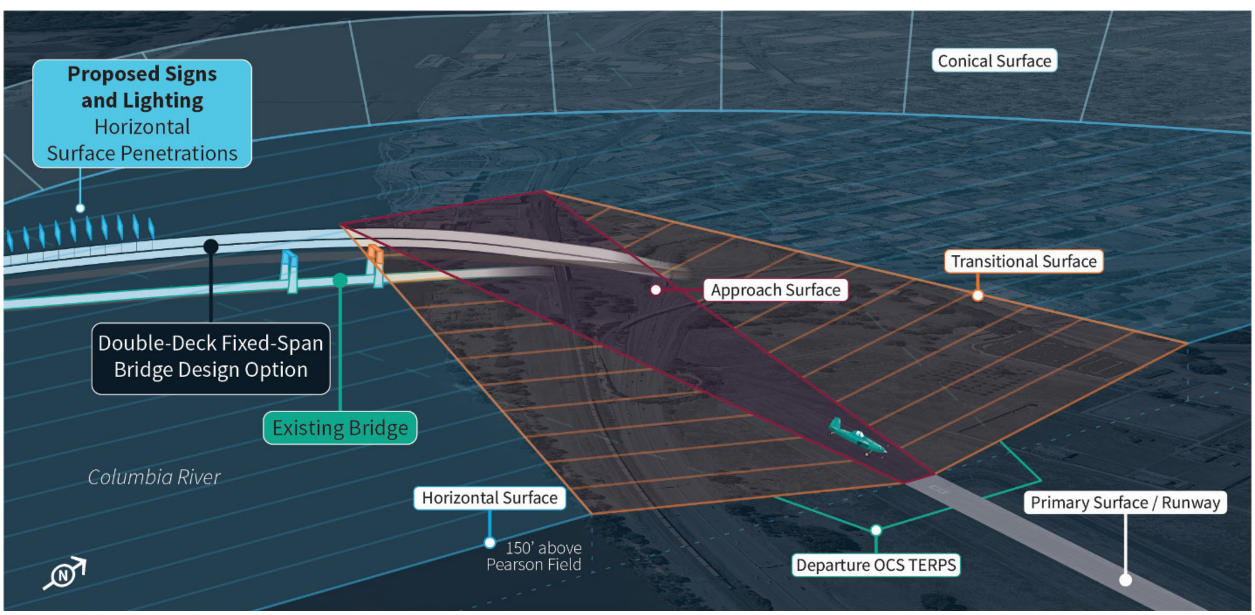


Figure 5: Locations for Low-Profile Signs and Lights on Modified LPA with Double-Deck Fixed-Span Configuration (Plan View) (Figure 4-2 in the Aviation report)



Single level fixedspan configuration: The single-level fixed span would have no intrusion to protected airspace even with extradosed and finback design types.

Single level movable span configuration: With the single-level movable-span configuration, the lift span towers would penetrate the horizontal surface. These penetrations would be located south of the existing tower locations, such that the new obstructions would not penetrate the Pearson Field transitional or approach surfaces. Therefore, although the single-level movable-span bridge configuration would penetrate Pearson Field horizontal and surface, it would not likely be a hazard to aviation. See Figure 4-3 in the Aviation report for the intrusion into Pearson Field protected airspace under the single-level movable-span configuration.

As described in the "Permit and Approvals" section of the Aviation report, the IBR program must file Form 7460-1 "Notice of Proposed Construction or Alteration" with the FAA prior to construction. The FAA would then conduct an aeronautical review, which involves feedback from agencies, organizations, or others with known aeronautical interests. Based on the review, FAA would issue a finding of "hazard to aviation" or "no hazard to aviation", along with any requirements to mark obstacles in accordance with FAA AC 70/7460-1M "Obstruction Marking and Lighting" and AC 150/5345-43J "Specification for Obstruction Lighting Equipment." The FAA usually recommends marking for any obstruction that is greater than 200 feet above ground level or that penetrates the Part 77 surface. During final design, the IBR Program would comply with the FAA's findings.

The FAA provided preliminary feedback on potential penetrations, noting penetrations in the horizontal and transitional surfaces could be mitigated with low-profile signs and lighting, but penetrations in the approach surface could not be mitigated. Therefore, as bridge design progresses, the IBR Program will pursue designs that avoid penetrating the approach surface at Pearson Field.

Program-specific mitigation measures identified in the Draft SEIS include:

- Provide obstruction marking and lighting to make the river crossing structures visible to aircraft.
- Design roadway or accent lighting on the bridges and surrounding interchanges to limit light or glare that could affect aviation at Pearson Field.

Long-term effects: TERPS

Order 8260.3E United States Standard for Terminal Instrument Procedures (TERPS) regulates aircraft departures. Under this regulation, departure procedures must evaluate any obstacles that penetrate a 40:1 slope beginning at the end of a runway, which is called the obstacle clearance surface (OCS). If obstacles penetrate the OCS, then the airport is required to establish obstacle departure procedures for aircraft pilots. Such procedures include departure routes and climb gradients. Climb gradients greater than 200 feet per nautical mile (ft/NM) need to be noted and climb gradients greater than 500 ft/NM need special consideration from the Flight Standards Service. Climb gradients and departure procedures are developed by the Flight Standards Service.

According to the Draft SEIS, the existing Interstate Bridge lift-span towers intrude the OCS for Pearson Field, and the FAA issues obstacle departure procedures to avoid the Interstate Bridge lift towers. The FAA has determined that the existing departure gradient is 650 ft/NM due to the lift-span towers on the Interstate Bridge. If the existing bridge were removed, the controlling gradient would be 269 ft/NM due to the existing transmission towers on the west end of Hayden Island.

The Draft SEIS states that the goal of the new Columbia River bridges configuration and alignment is to minimize effects on both Columbia River marine navigation and Pearson Field air navigation. However, the vertical navigation clearance for marine vessels/cargo and the westbound departure OCS for Pearson Field overlap. Therefore, obstruction of the westbound departure OCS is unavoidable by any bridge configuration or alignment. However, under all design options of the Modified LPA, the required westbound departure climb gradients would be less steep than under the No-Build Alternative.

- The Modified LPA would decrease the westbound departure procedures climb gradient from 650 ft/NM to approximately 427 ft/NM (double-deck) and 474 ft/NM (single-level), as the existing lift towers would no longer be an obstacle.
- Under the "no C Street ramps" option and the fixed-span bridge configurations, the climb gradients would be reduced even further to approximately 401 ft/NM (double-deck) and 357 ft/NM (single-level).
- The Modified LPA with the single-level movable-span configuration would decrease the westbound departure procedures climb gradient from 650 feet per nautical mile (ft/NM) to approximately 544 ft/NM.

Long-term effects: Wildlife Strikes

The Draft SEIS discusses how wildlife in and around airports is an aviation hazard because aircraft striking wildlife can cause damage to an airplane and even loss of life. Creating features or habitat that fosters birds may increase the likelihood of aircraft strikes. Accordingly, AC 150/5200-33C "Hazardous Wildlife Attractants on or Near Airports" provides recommended practices for land uses, stormwater facilities, and other features near public airports to avoid attracting hazardous wildlife. Adherence to this document is recommended, but voluntary.

According to the Draft SEIS, wildlife hazards may be the most important long-term concern for aviation at Pearson Field. The open-truss framing of the existing Interstate Bridge has historically fostered bird roosting and nesting. The Oregon Department of Transportation (ODOT) has used sound cannons to reduce the numbers of birds on the structure.

The Draft SEIS finds that the Modified LPA would reduce the potential for bird nesting and roosting. While the new Columbia River bridges could also attract birds near Pearson Field, all bridge configurations would use consolidated structural elements, reducing the areas on which birds could land, roost, and potentially nest. Fewer birds would be attracted to the new Columbia River bridges as a result, and continued incorporation of bird deterrent measures into the bridge maintenance program would further reduce the potential for wildlife strike hazards at Pearson Field.

In addition, the Draft SEIS finds that new stormwater ponds could also attract birds, thereby increasing the likelihood of an aircraft strike. Stormwater ponds within or near the SR 14 interchange (see Figure 4-4) would be close to the Pearson Field runway and would have the greatest potential for creating a hazard. Any stormwater ponds less than 5,000 feet from Pearson Field's runway should be designed and operated in accordance with FAA AC 150/5200-33C (FAA 2020a). Stormwater ponds constructed as part of the Modified LPA would include deterrent features commonly used at other airports, such as nets, to discourage birds from using the ponds. Program-specific mitigation measures identified in the Draft SEIS include:

- Place wire mesh over the water to prevent birds from landing or using selective plantings within ponds to conceal open water when they are full.
- Incorporate designs of proposed structures and features of the Program that minimize locations for birds to roost or nest.

Temporary effects

The Draft SEIS finds that temporary effects on Pearson Field would result from demolition and construction activities around the Interstate Bridge and the SR 14 interchange. The specific aviation effects would depend on the construction techniques and equipment used. The greatest effect could result from the methods used to deconstruct the existing lift-span towers, because this equipment would likely be the tallest required for the Modified LPA. The cranes would need to be taller than the towers and would temporarily penetrate the Pearson Field Part 77 surfaces. Under the single-level movable-span configuration, temporary effects would be similar in character to the fixed-span configurations, but could last up to two years longer (due to construction of new lift towers).

Construction equipment and activities associated with the new SR 14 interchange would also penetrate the Part 77 surfaces and westbound departure OCS. Temporary storage of fill, cranes, or other construction-related materials and equipment could also temporarily penetrate the aviation surfaces.

FAA would review construction plans to determine potential effects and associated mitigation before construction could begin. Specifically, in the area of demolition of the Interstate Bridge and construction activities for the Columbia River bridges and the SR 14 interchange, FAA would review and approve the location and height of tall construction equipment proposed by the contractor. Equipment would be marked following the FAA's Obstruction Marking and Lighting Standards described in Advisory Circular 70/460-1M. Following the FAA's review of the equipment locations and heights proposed by the contractor, FAA may issue Notice To Air Missions restricting the existing instrument flight procedure and Runway 26 departure as appropriate at Pearson Field.

In addition to the penetration of protected airspace, the Draft SEIS finds that construction dust or emissions from construction equipment in the SR 14 area could pose a short-term hazard to aviation from Pearson Field by reducing visibility at the end of the runway. Wind could cause dust by disturbing uncovered fill or open excavations. Trucks and equipment traveling on unimproved construction roads could also stir up dust, thus impairing visibility. To avoid and minimize these temporary effects, the Program would be required to implement standard and regulatory mitigation measures such as best management practices (BMPs) to protect and minimize temporary effects on aviation during construction. This includes applying dust control measures such as watering exposed soil and using gravel surfacing on temporary construction roads, as well as managing construction materials and activities to minimize glare and smoke. (Refer to the Air Quality and Water Quality and Hydrology Technical Reports for additional information on construction BMPs).

The Draft SEIS also finds that temporary stormwater ponds, especially near the SR 14 interchange, could provide a place for birds to land and congregate, thus increasing the potential for aircraft to strike a bird. As a Program-specific mitigation measure, the Program will place wire mesh or other deterrents over the top of temporary stormwater detention ponds to conceal water when they are full to prevent birds from landing on open water.

The Draft SEIS finds that electronic interference with aviation-related instruments and communications due to the construction of the Modified LPA is not anticipated beyond what is already present. However, it includes the following Program-specific mitigation measure: "Construction specifications for contractors working near Pearson Field would include a condition that any electronic devices used for communication or other purposes cannot interfere with equipment required for air navigation and communication."

Lastly, the Draft SEIS includes the Program-specific mitigation measure to "provide public involvement throughout construction to provide information to pilots and the public".

Synopsis

The Draft SEIS finds that the Modified LPA would benefit aviation safety and efficiency for Pearson Field. Based on preliminary coordination with the FAA, the new Columbia River bridges would likely improve conditions for aviation at Pearson Field compared to the No-Build Alternative. First, the new Columbia River bridges would be located slightly farther downstream and thus slightly farther from Pearson Field compared to the existing Interstate Bridge. Second, the Modified LPA would have less intrusion into Pearson Field airspace as compared to the No Build Alternative. Third, the Modified LPA would reduce the potential for bird nesting and roosting. As the design for the Modified LPA is advanced, the IBR Program will consult with the FAA to avoid or minimize the potential for impacts to aviation.

Action, Timeline, and Next Steps

Staff has completed an initial review of the Aviation report and supports the proposed mitigation measures. Staff will complete the review of all technical reports and prepare a comment letter that will be informed by input from the community and the City's boards and commissions.

Staff is requesting feedback from the Aviation Advisory Committee on the:

- analysis of potential impacts and benefits in the Draft SEIS,
- alignment with City policies and plans related to the airport,
- sufficiency of the proposed mitigation measures, and
- any additional feedback on the Draft SEIS as it relates to the Committee's purview.

The Committee's input will inform development and subsequent Council approval of a Final SEIS, which is anticipated late 2025. Staff will provide an update to the Committee following the Draft SEIS comment period and subsequent milestones.

Committee members may submit comment as individual community member, but should clarify that they are not commenting in their role as Aviation Advisory Committee members or on behalf of the Aviation Advisory Committee as a body. Please refer to the Draft SEIS website for information on the commenting process.

Staff Contacts:

Katherine Kelly, Senior Policy Advisor, Community Development Department, Katherine.Kelly@cityofvancouver.us

Lori Severino, Senior Planner, Community Development Department, Lori.Severino@cityofvancouver.us

Attachment(s):

None