

**COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
TEMPORARY USE PERMIT
No. 5411**

This Permit Agreement by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County") and Rethink Waste, South Bayside Waste Management Authority, hereafter known as ("Permittee"), is entered into this 25th day of June 2024, subject to the following terms and conditions:

1. **PREMISES AND USE:** Permittee, including its authorized employees, contractors, consultants, and agents, is hereby granted permission to occupy and use a portion of the real property identified as San Mateo County Assessor's Parcel Number 095-220-140; and commonly known as the San Carlos Airport ("Airport"), located in incorporated San Carlos, California. The portion of the Airport Permittee is authorized to occupy, and use is shown on Appendix A attached hereto and incorporated herein by reference ("Premises"). Permittee is authorized to occupy and use the Premises for the purpose of temporarily staging vehicles and equipment ("Activity"). No other use of the Premises is allowed without prior written consent of the County.

Permittee agrees to install and maintain six (6) foot privacy fencing as depicted in Appendix A. The airport owned entrance/exit gate must remain closed, except during ingress and egress operations. The shared access route must not be blocked at any time. No grading, excavation, or alterations to the Premises shall be permitted without prior written approval from the County.

2. **TERM:** This Permit shall be issued for a term of 3 months, with an approximate commencement date of July 1, 2024 ("Approximate Commencement Date") .

The Commencement Date of this Permit shall be based on Permittee's finalized project schedule, which may fall within thirty (30) days of the Approximate Commencement Date. If the Commencement Date differs from the Approximate Date, Permittee shall notify the County in writing prior to entering the Premises.

Permittee may request two (2) extensions of the Term in thirty (30) day increments by written request to County. County, at its sole discretion, may accept or deny said request. This Permit can be canceled by either party with 30 days advance written notice.

3. **ACCESS:** Permittee is authorized to access the Premises for the specific purpose granted herein by using only the route specified on Appendix A. Access to other portions of the Airport is not granted. Permittee shall maintain the access route free of equipment and debris during storage transportation activities through applicable means and to conditions acceptable to the County.

4. **NATURE OF PERMIT:** This Permit does not constitute the grant of a lease, deed, easement, or a conveyance or transfer of any property interest by County. For the purposes of this Permit, the term Permittee shall also include Permittee's agents, employees, crew, contractors, subcontractors, customers, potential customers and/or invitees/guests.
5. **ASSIGNMENT:** This Permit cannot be transferred or assigned. Any purported transfer or assignment of the Permit or of Permittee's interest without the prior written consent of County shall be void and shall constitute a material breach of this Agreement.
6. **FEE:** Permittee shall pay the County a monthly fee of \$14,762.30 (Fourteen Thousand Seven Hundred Sixty-Two Dollars and Thirty Cents) for using one (1) acre of the Premises as depicted on Appendix A. Payment without notice or invoice is due to the County by the first of each month for the current month. Should the Commencement Date differ from the Approximate Commencement Date, payment may be prorated based on a thirty (30) day month. Payment shall be made to the County of San Mateo Airports and can be delivered to 620 Airport Way, Suite 10, San Carlos, CA 94070. If you would like to make an online payment please email jmanion@smcgov.org for details.
7. **CHANGES, ADDITIONS OR ALTERATIONS:** Permittee agrees not to make any changes, additions, or alterations to the Airports or any part thereof, without first consulting with and obtaining the prior and specific written consent of the County.
8. **MAINTENANCE OF PREMISES:** Permittee shall maintain and repair the Premises at its sole cost and effort. Permittee agrees to keep the Premises in good and safe condition, free from waste and hazardous materials, and in compliance with state and federal stormwater pollution prevention plan (SWPPP) best management practices, as approved by the County. If, after reasonable notice from County, Permittee fails to keep the Premises in good and safe condition, free from waste or hazardous materials, and in compliance with SWPPP best management practices, County may perform the necessary remediation work at the expense of Permittee, which expense Permittee agrees to pay within fifteen (15) days of receipt of notice.

Permittee agrees to keep property on and around the fenced area, as depicted in Appendix A, in a clean and maintained state. This includes privacy fencing with slats or mesh, all trash (created by permittee or not) and vegetation.
9. **COSTS TO RECOVER PREMISES:** Permittee agrees to pay County all costs and expenses, including reasonable attorneys' fees, in any action brought by County to recover possession of the Airports, or any part thereof, or to enforce any rights of County under this Agreement.
10. **RELATIONSHIP:** County shall not become or be deemed a partner or joint venture with Permittee because of this Permit Agreement or any provision hereof. Nothing in this Permit shall be construed to make Permittee an agent, employee, or department of County. Permittee warrants that it will not represent, directly or indirectly, to any person or entity, that it is a department, agent, or employee of the County of San Mateo or that it is performing any official function of the County.

Permittee further understands and agrees that County is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and Airport and not as a regulatory agency with police powers. Nothing in this Permit shall limit in any way. Permittee's obligation to obtain any and all required permits and approvals from applicable governmental agencies or commissions having jurisdiction over the Premises. By entering into this Permit, County is in no way modifying or limiting Permittee's obligation to cause the Premises to be used and occupied in accordance with all applicable laws and regulations.

11. **LICENSES AND PERMITS:** Permittee shall secure any and all necessary and required licenses, permits, consultations, and approvals applicable for the use of the Premises for which this Permit is granted. Permittee acknowledges and agrees that the Premises is being accepted in "AS IS" condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing the use, occupancy, and possession thereof. Permittee acknowledges and agrees that neither County nor any of its agents have made, and County hereby disclaims, any representations or warranties, express or implied, concerning the physical or environmental condition of the Premises or the Property, the present or future suitability of the Premises for Permittee's intended use, or any other matter whatsoever relating to the Premises, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.
12. **LICENSE, FEES, AND TAXES:** Permittee shall be liable for, and shall pay throughout the term of this Permit, any license fees, and taxes, including possessory interest taxes, covering its use of the Premises.
13. **RESERVATIONS:** This Permit is subsequent to and subject to all prior exceptions, reservations, grants, leases, easements, or licenses of any kind whatsoever, whether such interests appear on record in the San Mateo County Recorder's Office, or in the other public records of County.
14. **LAW AND REGULATIONS:** Permittee shall always enter onto, maintain, and use the Premises in compliance with all laws, rules, regulations which may be applicable thereto.

Permittee shall not allow any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, to accumulate or remain on the Premises.

15. **INDEMNIFICATION:** Permittee hereby indemnifies, defends, and holds County, its officers, and employees harmless from and against any and all claims, suits, or actions of every name, kind, and description to the extent resulting from this Permit or the Permittee's activities authorized under this Permit, and to the extent brought for, or on account of, any of the following: (a) any condition created by Permittee, its employees, contractors, or agents (collectively, "Permittee parties") on or about the Premises; (b) any act, omission, or negligence of Permittee parties; (c) any accident, injury, or damage whatsoever occurring in, at, or upon either or both Property and the Premises and caused by Permittee parties; (d) any breach by Permittee of any of its warranties and representations under this

Permit; (e) any damage or harm of any nature caused to the groundwater or aquifer on which the Premises is located; (f) any violation or alleged violation by any Permittee parties of any applicable law including, without limitation, any law or regulation pertaining to hazardous materials or that otherwise deal with, or relate to, air or water quality, air emissions, soil, or ground conditions, or other environmental matters of any kind ("Environmental Law"); (g) claims for work or labor performed or materials supplies furnished to or at the request of Permittee parties; (h) claims arising from any breach or default on the part of Permittee in the performance of any covenant contained in this Permit; (i) any hazardous materials used, exposed, emitted, released, discharged, generated, transported, handled, stored, treated, reused, or disposed of, whether authorized under this Permit or not, at, near, or under all or any portion of the Premises or the Property as a result of the acts or omissions of any Permittee parties; (j) the violation of any Environmental Law or any permit, application or consent required in connection with any Environmental Law by any Permittee parties with respect to the Premises; and (k) any other loss or cost, including but not limited to that caused by the Concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Permittee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage to the extent caused by County's own negligence or willful misconduct.

The duty of the Permittee to indemnify and save harmless, as set forth hereinabove, shall include the duty to defend as established in Section 2778 of the California Civil Code.

- 16. WORKERS' COMPENSATION AND EMPLOYER LIABILITY INSURANCE:** During the entire term of this Permit, and any extension hereof, Permittee's contractors shall have in effect Workers' Compensation and Employer Liability Insurance providing full statutory coverage for all its employees. In signing this permit Agreement, Permittee makes the following certification:

I/We am/are aware of the provisions of Section 3700 of the California Labor Code which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the California Labor Code. I/We shall comply with such provisions during the entire term of this permit Agreement.

- 17. LIABILITY INSURANCE:** Permittee's contractors shall obtain at its sole expense insurance coverage satisfactory to the County as listed in Appendix B, "Insurance Requirements," the terms of which Appendix are hereby incorporated by reference in their entirety into this Agreement. Permittee shall furnish evidence of required insurance to County, in a form reasonably satisfactory to the County, prior to the effective date of this Permit, and shall ensure that all insurance be kept in full force during the full term of this permit Agreement and any extension hereof. This requirement can be met through separate or combined policies, provided that each policy is in the minimum amount indicated in Appendix "B".

County, its officers, agents and employees shall be named as additional insured on the liability insurance policy required hereinabove, which shall also contain a provision that the insurance afforded thereby to County shall be the primary insurance to the full limits of liability of the policy. If County has other insurance coverage against a loss covered by the coverage that Permittee is required to have, such other insurance coverage of County

shall be excess insurance only.

Any contractor hired by Permittee to perform the work described in Section 1 must also furnish evidence of required insurance to County in accordance with this Permit and Appendices.

18. **NONDISCRIMINATION:** Both parties agree for themselves, their successors and assigns, that they, and such successors and assigns, shall not discriminate against any person or class of persons by reason of age, sex, sexual orientation, religious affiliation or non-affiliation political affiliation, race, color, creed, national origin, or physical handicap in the use or enjoyment of the Airports, or in the employment of persons in any way connected with the use of the Airports, except to the extent required by law.
19. **TERMINATION:** Either party hereto shall have the right to terminate this Permit Agreement at any time at will and without cause by serving 30 day advance written notice on the other party. Any personal property of Permittee that is left on the Premises for more than ten (10) days after the expiration or other termination of this Permit shall be deemed abandoned and shall become the property of the County, and County may, at its option, use or dispose of such personal property without further notice to Permittee. Permittee shall reimburse County for the cost of removing and disposing of any such personal property or repairing any areas damaged by said removal. This provision shall survive the expiration or other termination of the Permit.
20. **NOTICES:** Except as otherwise specifically provided in this Permit Agreement, any notice given under this Permit Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: (a) County at the address specified below in this Paragraph 18; or (b) to Permittee at the address set forth below in this Paragraph 18; or (c) such other address as either County or Lessee may designate as its new address for such purpose by notice given to the other in accordance with this Section 18. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. The County's and the Permittee's respective addresses for notice shall be as follows:

County: County of San Mateo Airports
620 Airport Way, Suite 10 San Carlos, CA 94070
airports@smcgov.org

Permittee: South Bayside Waste Management Authority
333 Shoreway Road San Carlos, CA 94070
jlamariana@rethinkwaste.org

21. **SAN MATEO COUNTY NO SMOKING ORDINANCE.** Permittee is aware that the County of San Mateo has adopted an Ordinance (No. 03239) which prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein.
22. **SUCCESSORS IN INTEREST:** All the provisions in this Permit apply to and bind the permitted heirs, successors, executors, administrators, and assigns, if any, of both parties hereto, all of whom shall be jointly and severally liable hereunder.
23. **ENTIRE AGREEMENT:** This Permit Agreement constitutes the entire agreement between the parties and may be modified only by a writing executed by both parties.
24. **AUTHORIZED LEASE REPRESENTATIVE OF COUNTY OF SAN MATEO:** The Airport Manager (unless another County official is specifically designated herein) shall be the authorized representative of County for purposes of giving any notices or exercising any rights, options or privileges of County in this permit Agreement, including the right to terminate this Permit or to grant Permittee permission to make changes, additions or alterations in the Premises.

In addition to the terms and conditions set forth above, Permittee hereby acknowledges and agrees that he/she has been made aware of, and shall comply with, all requirements set forth in Appendix A, "Site Plan of Premises;" Appendix B, "Insurance Requirements;" Appendix C, "Special Requirements/Conditions;" and Appendix D. "Standard Provisions for all lease, use, and other agreements and permits promulgated by the Federal Aviation Administration, Section 2660, et seq., of the County Ordinance Code;" and Appendix E, "Airport Regulations". The parties agree that each of the appendices enumerated in this paragraph are incorporated by reference in their entirety into this permit Agreement.

**COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
TEMPORARY USE PERMIT**

The parties hereto have executed this Permit in duplicate on the day and year first above written.

PERMITTEE: Rethink Waste, South Bayside
Waste Management Authority

Print Name: Joe La Mariana

Title: SBWMA, Executive Director

Signature: 
D4BC9A077702435...

Date: 5/23/2024

COUNTY OF SAN MATEO:

Print Name: Warren Slocum

Title: President, Board of Supervisors

Signature: 

Date: June 25, 2024

Resolution No. 080472

APPENDIX “A” SITE PLAN OF PREMISES



APPENDIX "B" "INSURANCE REQUIREMENTS"

1. Prior to commencing operations on the airport, each contractor/sub-contractor shall provide the County a Certificate of Insurance which includes the following provisions:
 - General Liability: Liability coverage in the minimum amount of \$1,000,000 each occurrence.
 - The County of San Mateo shall be named as an Additional Insured.
 - All required insurance shall contain a Separation of Insureds or Severability of Interests provision.
 - The policy shall not be cancelled or non-renewed unless the County has received 30 days prior written notice. (10-day prior notice in the event of cancellation for non-payment of premium is acceptable). Written notice shall be sent to: County of San Mateo, Attn: Airport Manager, 620 Airport Drive, San Carlos, CA 94070.
2. Depending on the type of business activity, the following additional insurance requirements shall apply:

For Concessionaires who take control of customers aircraft:

- Hanger-Keepers coverage in the minimum amount \$100,000 each aircraft and \$300, 000 each occurrence.

For Concessionaires who provide repair services, fuel service, or sales:

- Products and Completed Operations coverage in the minimum amount of \$1,000,000 each occurrence.

For concessionaires who operate vehicles on the airport:

- Commercial Automobile Liability coverage for all Owned, Non-Owned and Hired automobiles in the minimum amount of \$1,000,000 each accident.

For Concessionaires who operate aircraft:

- Aircraft Liability coverage in the minimum amount of \$1,000,000 Combined Single Limit (CSL) Bodily Injury and Property Damage with a minimum sub-limit of \$100,000 each person. Policy shall include coverage for Owned, Non-Owned or Leased aircraft.

For Concessionaires who have employees:

- Workers Compensation coverage providing full statutory benefits and employer's liability in the minimum amount of \$1,000,000.

Initial: _____

APPENDIX "C"

"SPECIAL REQUIREMENTS/CONDITIONS"

GENERAL

Permittee shall be deemed to have accepted the condition of the Airport premises prior to its occupation and use thereof and shall make no demand upon County for any alterations, repairs, or construction.

Permittee may use areas and facilities at the Airport as designated by the County. Permittee shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for the activities permitted by this Agreement, including controlling the ingress and egress of the authorized personnel. Said temporary facilities and/or structures must be approved in advance and be satisfactory to the County. Permittee shall immediately remove said temporary facilities and/or structures upon request of the County.

It is understood that Permittee's use of County real or personal property shall be at no cost to the County. Permittee shall bear all costs connected with staging of the activities incidental thereto, and the sole function of County is to allow Permittee to make specified use of the Airport facilities and to enforce the provisions of this Agreement.

SAFETY AND COMPLIANCE

Safety shall be paramount always and Operator shall take all reasonable steps to ensure that unsafe actions or conditions are corrected immediately. County may stop any and/or all event activities until the unsafe or unsatisfactory condition is corrected.

Permittee shall ensure that its operations and activities are in accordance with safe and acceptable practices and procedures and comply with local, state and federal requirements including, but not limited to: drug abatement and testing, advertising, licensing and certification. Supervision of activities shall be the responsibility of the Permittee.

LICENSES AND CERTIFICATIONS

Permittee shall obtain all required licenses, certifications and authorizations from all appropriate agencies for work performed and activities conducted under this Permit.

CHANGE OF CONTROLLING INTEREST

Permittee, if incorporated, shall furnish County the names and positions of all officers and directors of the corporation at the beginning of the term of this permit agreement. Permittee shall notify County of any subsequent change in the controlling interest of the corporation. Said notification shall constitute a request for County to approve the assignment pursuant Section 4 of this permit agreement, which shall require the County's approval in writing to be effective. If Permittee does not comply with the assignment procedures herein, the subsequent change in the controlling interest of the corporation or the failure of Permittee to notify County thereof shall implicate the termination provisions of this permit agreement.

TRAINING

Permittee shall properly educate and train all agents, employees and customers regarding airport safety, operating procedures and for all work and activities to be performed under this Permit prior to accessing the Airport.

PARKING

Permittee shall ensure that its vehicles and those of its agents and customers are parked in areas and locations as approved by the County and follow Airport Parking Policies. No overnight camping is permitted.

REPAIRS

Permittee shall repair at its own expense all damage to the property of the County or to the property of others on the Airport, which damage has been caused by Permittee, its agents or customers who may be on the Airport for any purpose connected with the Permittee's operation.

STORMWATER COMPLIANCE

Permittee acknowledges that County has obtained a National Pollutant Discharge Elimination System ("NPDES") Permit from the Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB"), regarding stormwater discharge from the Airport, which includes stormwater discharge and runoff from the Airport. Without limitation of any other obligation of Permittee hereunder, Permittee agrees that it shall comply with all laws, rules, regulations, requirements, administrative orders and/or programs imposed upon Permittee or County by the RWQCB or any other governmental entity, regarding runoff and stormwater discharge on the Airport. Permittee shall pay any cost that County incurs to take any compliance action on the Airport because of Permittee's failure to comply with such laws, regulations, requirements, administrative orders and/or programs. Permittee shall also pay, to the extent caused by Permittee's operations on the Airport, County's costs to take any compliance action imposed upon County by the RWQCB or any other governmental entity.

HAZARDOUS WASTE/DISCHARGE OF CONTAMINANTS

Permittee, its agents and customers shall at no time discharge any hazardous material, hazardous waste or substance onto the Airport. Waste oil and other contaminants shall be properly disposed of and at no time shall the Permittee use the waste oil tanks the County has provided for the non-commercial use of airport tenants.

SECURITY/ACCESS

Airport security shall be maintained always. Permittee shall be responsible for the security of all activities. Permittee shall take all reasonable steps to restrict unauthorized access onto airport property through airport entry gates or other points of entry nor allow customers or the public to be left unattended inside the Airport fences. All access and security procedures shall be coordinated with and approved by the County. Permittee shall ensure that all gates it uses remain locked or otherwise manned always and that any mechanical problems with gates or entry points are promptly reported to the County.

Permittee is responsible for its actions and behavior while on Airport property. Unless otherwise authorized in this Permit, Permittee shall not enter, cross, or park on any runway or taxiway at any time. The parties acknowledge that any such action shall constitute a material breach of this Agreement, and that Airport will immediately terminate Permit if such actions occur.

Permittee shall not enter, cross, or park on any runway or taxiway at any time. The parties acknowledge that any such action shall constitute a material breach of this Agreement, and that County may immediately terminate Permit if such actions occur.

SIGNAGE

No permanent banners or signs of any kind may be installed or displayed outside on the airport. Temporary signs may be set up during flight operations with ground crews as authorized by the airport manager. All signage shall comply with applicable City and County requirements. Signs and banners installed without the written approval of the County will be removed. Repeated violations of County signage policies shall result in the termination of this agreement.

HOUSEKEEPING

Permittee shall collect and remove from the airport all debris, trash, garbage, or other rubbish generated by Permittee, its agents or customers who may be on the Airport for any purpose connected with the Permittee's operation. Permittee shall ensure that tiedowns and other areas where maintenance is conducted are kept as clean and orderly as is reasonably possible always. Equipment, parts and materials shall be removed from the area or replaced on the aircraft when not being worked on.

OPERATIONS

All airport operations and activities of the Permittee shall be approved by the County. Permittee shall make all attempts to minimize noise and hours of operation, the number of personnel and the amount of equipment to minimize Permittee's impact on the surrounding neighbors, tenants and users of Airport. Permittee shall comply with all airport noise abatement procedures. Permittee shall comply with all reasonable requests from Airport Staff to address all issues related to its operations including, but not limited to: hours of operation, location, airport ingress/egress and all safety/operational concerns. Permittee shall not interfere with the landing areas of the Airport or approach/departure corridors unless previously coordinated and approved by the Airport Manager or his/her designee.

OPERATION OF RADIO EQUIPMENT

Permittee shall not operate radio equipment transmitting electronic signals on or near the Airport that might interfere with the operations of the Airport's Common Traffic Advisory Frequency (CTAF), Weather Equipment, County Radios, or other electronic transmissions essential to the operation of the Airport.

PAVEMENT PROTECTION

Permittee shall be responsible for any damage to Airport pavement caused Permittee's aircraft. Permittee shall place steel plates under all aircraft exceeding 12,500 pounds or utilize other approved methods as necessary to protect Airport pavement. The use of plywood sheets shall not be permitted. Permittee shall incur all costs for installation and removal of pavement protection equipment and methods, and hold harmless County for all liability that may result from installation or removal of pavement protection. Pavement protection shall be installed prior to arrival of any aircraft weighing over 12,500 pounds.

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APPENDIX "D"
"STANDARD PROVISIONS FOR ALL LEASE, USE, AND OTHER AGREEMENTS AND PERMITS SAN MATEO COUNTY AIRPORTS"

1. Operator/Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, agreement or permit for a purpose for which a United States Department of Transportation (DOT) provision of similar services or benefits, Operator/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, (CFR), DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. Operator/Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the lands and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator/Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. In the event of breach of any of the above nondiscrimination covenants, County may terminate the lease agreement or permit and reenter and repossess the land and the facilities thereon and hold them as if the lease, agreement or permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. Operator/Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; if Operator/Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach of the lease, agreement or permit. In the event of such non-compliance, County may terminate this lease, agreement or permit and the estate hereby created without liability thereof; or, at the election of County or the United States either or both governments may judicially enforce the Provision.

6. Operator/Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator/Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Operator/Lessee will require its covered suborganizations to provide assurances to Operator/Lessee that they similarly will undertake affirmative action programs and will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
7. County may further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Operator/Lessee and without interference or hindrance.
8. County may, but shall not be obligated to Operator/Lessee to, maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport. County also may direct and control the activities of Operator/Lessee in this regard.
9. The lease, agreement or permit shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation or maintenance of the airport
10. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises covered by the lease, agreement or permit. This public right of flight shall include the right to cause in this airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or to land at, take off from or operate on the San Carlos or Half Moon Bay airport, as the case may be.
11. Operator/Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if future construction of a building is planned for the premises covered by the lease, agreement or permit or in the event of any planned modification or alteration of any present or future building or structure on the premises.
12. Operator/Lessee, by accepting this lease, agreement or permit, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on any land leased that would conflict with the provisions of Part 77 of the Federal Aviation Regulations. If these covenants are breached, County may enter upon the land and remove the offending structure or object and cut the offending tree, all of which shall be at Operator/Lessee's expense.
13. Operator/Lessee, by accepting this lease, agreement or permit, agrees for itself, its successors and assigns that it will not make use of the premises covered by the lease, agreement or permit in any manner which might interfere with the landing and taking-off of aircraft from the airport or otherwise constitute a hazard. If this covenant is breached, County may enter upon the premises and cause the abatement of such interference at Operator/Lessee's expense.

14. Nothing contained in the lease, agreement or permit shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349A).
15. The lease, agreement or permit and all its provisions shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.
16. Operator/Lessee will conduct its programs and operate its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall, solely because of his or her handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment. Operator/Lessee will conduct its programs and operate its facilities in compliance with all the requirements imposed by or pursuant to 49 CFR Part 27.
17. Operator/Lessee hereby assures that no person shall be excluded from participation, denied the benefits of or otherwise discriminated against regarding the award and performance of any contract(s), including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. It is the policy of the Department of Transportation that minority business enterprises - as defined in 49 CFR Part 23.5 to mean a small business concern (pursuant to Section 3 of the Small Business Act) which is at least 51% owned, privately or through shares of public stock, by one or more minorities or women and whose management and daily business operations are controlled by one or more such individuals - shall have the maximum opportunity to participate in the performance of leases and, consequently, this lease/agreement/permit is subject to the applicable sections of 49 CFR Part 23, and those Regulations as may be amended.
18. Operator/Lessee shall insert the above Provisions in any lease, agreement, contract, permit, etc., by which it grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises covered by the lease, agreement or permit, including any subleases, and hereby assures that the above Provisions will be included in any agreement, contract, permit or further sub-lease granted or entered by any sub-lessee of the Operator/Lessee.

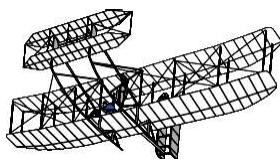
Initial: _____

APPENDIX "E"



COUNTY OF SAN MATEO AIRPORT REGULATIONS

**for
SAN CARLOS AIRPORT
and
HALF MOON BAY AIRPORT**



**Adopted by
THE BOARD OF SUPERVISORS OF SAN MATEO COUNTY
Ordinance No. 02613, Dated 10/16/79**

**Prepared by the Office of
THE DIRECTOR OF PUBLIC WORKS
County Government Center Redwood City, California**

Copies available from THE AIRPORTS MANAGER

San Carlos Airport, 573-3700 Half Moon Bay Airport, 573-3701

SAN CARLOS AIRPORT

DATA: Paved Runway, 75'x 2600' at 2' MSL 37° 31' N 122° 15' W, One mile north of San Carlos City; lights, beacon, tower 119.0, ground 121.6, unicom 122.95 Atis 125.9

Phone (415) 573-3700

F.A.A. Tower (415) 592-5289

CAUTION: Heavy flight school traffic, power towers south of field 104' MSL, Cross SFO ILS (northeast) below 1100 MSL observe San Francisco Airport, T.C.A.

HALF MOON BAY AIRPORT

DATA: paved runway, 150'x 5000' at 64' MSL 37° 31' N 122° 30' W, Five miles northeast of Half Moon Bay; lights, beacon, unicom 122.8

Phone (415) 573-3701

CAUTION: High terrain east and south of field, occasional turbulence at low levels.

COUNTY OF SAN MATEO

AIRPORT REGULATIONS

SECTION 1. Article 32, Sections 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, is hereby added to Chapter 1 of Division II of the San Mateo County Ordinance Code to read as follows:

ARTICLE 32. COUNTY OF SAN MATEO AIRPORT REGULATIONS

SECTION 2660. DEFINITIONS

- A. "County" shall mean the County of San Mateo, California.
- B. "Airport" shall mean each airport and all airport property owned, operated or controlled by the County including all improvements, facilities and appurtenances.
- C. "Airport Manager" shall mean the Manager of County Airports or any duly authorized representative.
- D. "FAA" shall mean the Federal Aviation Administration of the United States of America.
- E. "Person" shall mean a natural person, a partnership, firm or corporation.

- F. "Driveway" shall mean any street or roadway either improved or unimproved within the boundaries of the Airports set aside or designated for use by vehicles.
- G. "Traffic" shall mean pedestrians and vehicles, either individually or together while using any driveway.
- H. "Air Traffic" shall mean aircraft in operation anywhere in the air space and on those areas of the Airports normally used for the movement of aircraft.
- I. "Parking Area" shall mean any portion of the Airports set aside for the parking of vehicles.
- J. "Aircraft Parking Area" shall mean the areas set aside for the parking of aircraft.
- K. "Commercial Vehicle" is a vehicle used or maintained for the ground transportation of persons or property for hire, compensation or profit.
- L. "Acrobatic" shall mean maneuvers intentionally performed by an aircraft involving an abrupt change in its attitude, an abnormal attitude, or an abnormal acceleration.
- M. "Aircraft Operating Area" shall mean that surface of an Airport normally reserved for the use of aircraft for ground operation; i.e. the runway, taxiways, infields, overrun areas, and Airport clear zones.
- N. "Based Aircraft" shall mean any aircraft which utilizes an Airport as a base of operations, as opposed to occasional transient purposes, and is assigned a reserved parking space, tie-down, or hangar space on the Airport or adjoining property, whether or not such assignment is made under a written agreement with the County. An aircraft may be based at only one Airport.
- O. "Transient Aircraft" shall mean any aircraft which utilizes an Airport for occasional transient purposes and is based at another airport and is not assigned a reserved parking space, tie-down or hangar space on the Airport or adjoining property.

SECTION 2661. GENERAL

A. USE OF PROPERTY

A.1. Entry upon or use of County Airports by any person (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at the Airports, persons doing business with the Airports, its lessees, sublessees and permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with Airport rules and regulations; and entry upon or into the Airports by any person shall be deemed to constitute an agreement by such person to comply with said rules and regulations.

A.2. The County reserves the right to deny use of the Airports to any person or persons for cause.

B. BUSINESS ACTIVITIES. No person shall use the airports in any manner whatsoever for any commercial profit, gainful, or revenue producing purpose, regardless of the form of compensation, without a valid Permit, Concession or Right of Entry Agreement with

the County. Business activities include but are not limited to flight instruction or mechanical work. The director of Public Works, or his designated representative, may issue permits for activities to be conducted on County Airports subject to such rules and regulations as may be prescribed by the board.

C. **HIRING PROHIBITED.** The hiring of persons, groups or corporations engaged in business activities in violation of Paragraph B of the section is prohibited.

D. **DISTRIBUTING, POSTING OR DISPLAYING PRINTED MATERIAL.** No person shall distribute, post or display any commercial or non-commercial signs, circulars, handbills or advertisements without the consent of the Airport Manager.

E. **FUND SOLICITATION.** No person shall solicit funds for any purposes on the Airports.

F. **ROADS AND WALKS.** No person shall travel on any portion of the Airports except upon the roads, walks or places provided for the particular class of traffic, nor occupy the roads or walks in such a manner as to hinder or obstruct their proper use.

G. **CHILDREN.** Children under the age of sixteen must be accompanied by an adult.

H. **ANIMALS.** Dogs and other animals are permitted on the Airports only if on a leash in such a manner as to be under control.

I. **DISORDERLY CONDUCT.**

I.1. No person shall commit any disorderly, obscene, indecent or unlawful act or commit any nuisance on the Airports.

I.2. No person shall drink any intoxicating liquors upon any portion of the Airports open to the public, except in a restaurant or other place properly designated and licensed for on-sale liquor dispensing.

I.3. No person shall become intoxicated on any portion of the Airports nor shall any intoxicated person enter upon or loiter on or about the Airports or any of their facilities.

J. **SANITATION.** Garbage, papers and refuse or other waste materials shall be placed in receptacles provided for that purpose.

K. **PRESERVATION OF PROPERTY.** No person shall:

K.1. Destroy, injure, deface or disturb in any way, any building, sign, equipment, marker or other structure, tree, shrub, flower, lawn or seeded area on the Airports.

K.2. Conduct activities that are injurious, detrimental or damaging to Airport property or to activities and business of the Airports.

K.3. Abandon any personal property on the Airports.

L. **DAMAGED PROPERTY.** Any and all Airport property destroyed, injured or damaged by accident or otherwise, shall be paid for by the party or parties responsible for such destruction, injury or damage. Persons responsible for damaging or destroying Airport

property shall report such damage to the Airport Manager within 24 hours of the occurrence of the damage.

- M. ACCIDENT REPORTS. Witnesses to and participants in accidents occurring on or within the Airports shall make a full report to the Airport Manager as soon after the accident as practicable, together with their names and addresses.
- N. FIREARMS. No person except peace officers, Federal, State and County employees, or members of the Armed Forces of the United States on official duty shall carry any loaded firearms or explosives without prior permission of the Airport Manager. No person shall hunt, conduct target practice or discharge firearms on Airport property.
- O. LOST ARTICLES. Any person finding lost articles shall immediately deposit them at the office of the Airport Manager or with the attendant on duty.
- P. SAFEGUARDING PUBLIC. The Airport Manager shall have authority and shall perform all duties necessary to safeguard the public and the Airports.
- Q. LIABILITY. The County, its agents or employees operating the Airports assumes no responsibility for property stored thereon or property thereon of persons using the Airport facilities, by reason of fire, theft, vandalism, windstorm, flood, earthquake and/or collision, nor does it assume any liability by reason of injury to persons while on the Airport or while using its facilities.

SECTION 2662. VEHICLES

- A. GENERAL. Motor vehicles shall be operated in a proper and safe manner in accordance with the motor vehicles laws of the State of California and ordinances of the County.
- B. NO VEHICLES ON AIRCRAFT OPERATING AREA. No motor vehicle or other vehicle shall be operated on the aircraft operating area except by persons authorized by the Airport Manager. No motor vehicle or other vehicle except one having clearance from the Airport Manager shall be operated on or across runways or taxiways. Operators of such authorized vehicles shall be alert at all times while on the runway and shall operate on runways only in connection with work performed on runways. Vehicles shall not cross any runway without FAA control tower clearance when a control tower is in operation. All vehicles shall yield the right of way to aircraft. Authorized vehicles shall carry appropriate warning flags as directed by the Airport Manager.
- C. MOTORCYCLES AND BICYCLES PROHIBITED. The operation of motorcycles or bicycles on the Airports aircraft operating areas is prohibited.
- D. SPEED LIMIT FOR MOTOR VEHICLES. Motor vehicles shall be operated on established streets and roadways in strict compliance with speed limits posted on traffic signs and in no event at speeds in excess of fifteen (15) miles per hour. On passenger loading ramps and in areas immediately adjacent to hangars, speed shall not exceed ten (10) miles per hour.
- E. AIRCRAFT SUPPORT VEHICLES. Portable loading ramps, baggage trucks and other such vehicles shall be equipped with brakes. Brakes shall be set or suitable locking

devices shall be securely set when equipment is parked or not in use.

- F. **PARKING.** Vehicles shall be parked in parking areas only in the manner and at locations indicated by posted traffic signs and markings. Vehicles shall not be parked so as to obstruct aircraft movement.
- G. **HANGAR ENTRANCES.** Hangar entrances shall be kept clear at all times for ingress and egress of tenants' aircraft. The Airport Manager may move or have towed parked vehicles which hinder any approved operation.
- H. **LOADING AND UNLOADING PASSENGERS.** No common carrier or vehicle for hire shall load or unload passengers at any place other than those designated by the Airport Manager.
- I. **COMMERCIAL VEHICLES.** No person shall operate any vehicle for hire on or from the Airports without an appropriate permit from the County and complying with such conditions as may be prescribed by the County.
- J. **REPAIR OF MOTOR VEHICLES.** No person shall clean or make repairs to motor vehicles anywhere on the Airports except those minor repairs necessary to remove such vehicles from the Airport.

SECTION 2663. AIRCRAFT

- A. **GENERAL.** No person shall operate any aircraft, land aircraft upon, fly aircraft from or conduct any aircraft operation on or from the Airports other than in conformity with the Federal, State, and local rules and regulations.
- B. **IN-FLIGHT AND GROUND OPERATIONS.**
 - 1. Aircraft shall not take-off or land except in conformance with the then-approved traffic pattern.
 - 2. No turn shall be made after take-off until the Airport boundary has been reached and the pilot has attained an altitude of at least 400 feet and ascertained that there will be no danger of turning into the path of a following aircraft. Aircraft entering the pattern shall enter at a 45° angle to the downwind leg.
 - 3. Formation flying, including take-offs and landings, is prohibited in the Airports traffic areas.
 - 4. Acrobatic maneuvers are prohibited in the Airports traffic areas.
 - 5. Low flying within the confines of Airport traffic patterns, except when necessary to climb to the designated pattern altitude or descent to a landing, is prohibited.
 - 6. Straight-in approaches are prohibited unless authorized by an operating FAA control tower.
 - 7. Take-off shall be made at the ends of the runway only. Take-off shall not be made while

another aircraft is on the runway or on final approach to a landing, nor unless it is safe to do so.

8. Landing shall not be made while another aircraft is on the runway, nor unless it is safe to do so.
9. All landing aircraft will expeditiously clear the runway and will avoid contact with runway and taxi-way marker lights.
10. Aircraft shall not remain on the landing or take-off area for the purpose of instructing students between flights.
11. When an FAA control tower is in operation, aircraft shall not cross any runway except by control tower clearance.
12. Aircraft shall not cross any runway until the pilot has stopped and made certain by visual inspection that there is no danger of collision with any person or object.
13. Aircraft shall not be taxied closer than 100 feet to the runway for warm-up. Aircraft shall taxi on taxi-way only.
14. Aircraft shall not be taxied except at a safe and reasonable speed and in no case in excess of 15 miles per hour. Taxiing in and out of hangars is prohibited.
15. Aircraft engines shall not be operated in such a manner or position that hangars, buildings or other facilities or property or persons shall be damaged from such operation.
16. Aircraft engines shall not be started or run unless a competent person is at the controls and an effective brake is on and locked, or wheels are blocked.
17. Aircraft engines shall not be operated inside a hangar or other structure.
18. Engines shall be stopped while passengers are being emplaned or deplaned.
19. No pilot or other member of the crew of an aircraft in operation or any person attending or assisting in said operation shall be under the influence of intoxicating liquor or habit-forming drugs, nor shall any person under the influence of intoxicating liquor or habit-forming drugs be permitted to board any aircraft except a medical patient under proper care.
20. Witnesses to and participants in any accident or damage to aircraft occurring at the Airport shall promptly make a full report of such damage or accident to the Airport Manager. Aircraft operators, owners or their agents shall be responsible for, and shall cooperate and assist in, the prompt removal of damaged aircraft, parts, property or debris resulting from any accident, except, however, that the Airport Manager or officials of the Federal Aviation Administration may prohibit the movement or removal of any damaged aircraft or property.
21. The Airport Manager may regulate practice landings whenever traffic volume is such that regulation is necessary for the safe, orderly operation of the Airport.

22. The Airport Manager may refuse clearance to or delay any flight or other operation at the Airport if deemed by the Airport Manager to be in the interest of safety.
23. No aircraft shall take off or land when transporting explosives or other hazardous material without prior permission of the Airport Manager.
24. No person shall park or store any aircraft in any area not designated for such purpose without prior consent of the Airport Manager.
25. No aircraft shall be left unattended on the Airport unless properly secured to the ground by ropes or other appropriate means, or in a hangar.
26. No person shall start the engine of any aircraft when there is gasoline on the ground or pavement thereunder. When gasoline spills or leaks around an aircraft, notify the Airport Manager so that the area may be washed down.
27. Deviation from these inflight and ground operation rules is authorized only under emergency conditions or on approval of an operating FAA control tower.

- C. **INSURANCE.** No person shall base aircraft at County Airports unless such person shall file with the Airports Manager and keep in current effect a certificate of public liability and property damage insurance naming the county as additionally insured, providing a ten-day advance notice in event of cancellation, and executed by a company authorized to carry on insurance business in this State. The minimum amounts and types of insurance coverage shall be specified by the Airport Manager after consultation with the County Risk Manager.
- D. **TRANSIENT AIRCRAFT.** Transient aircraft shall park only in the areas designated for transient aircraft. Overnight parking fees for transient aircraft shall be paid prior to departure.
- E. **BASED AIRCRAFT PARKING.** Based aircraft shall park only in the space assigned to them. Assignments may be changed by the Airport Manager as required for the operation and improvements of the Airport. Charges for parking and storage of based aircraft shall apply to all persons in accordance with the appropriate schedule of fees. Monthly charges are due and payable in advance for each calendar month. Charges for terminating reserved parking or hangar space at other than the end of the month will not be prorated. Notice of termination shall be provided in writing to the Airport Manager thirty (30) days prior to the end of the month.
- F. **DELINQUENT ACCOUNTS.** When an aircraft parking account is delinquent for fifteen days or more, the Airport Manager may lock up the aircraft until storage charges are paid. No aircraft on which any tie-down or parking fees are unpaid may be removed from the Airport without the prior consent of the Airport Manager. In addition to all other remedies provided by law for the collection and enforcement of charges or fees due for the parking of aircraft, the County shall have a lien upon the aircraft for the parking thereof. Whenever such lien is lost by reason of loss of possession through trick, fraud or device, the repossession by the County shall revive such lien. Any lien of the County upon aircraft for the parking thereof may be foreclosed in the same manner as is provided generally by the Civil Code of California for the foreclosure of liens upon personal property.

SECTION 2664. FUELING AND DEFUELING

- A. DISPENSARY. No aircraft shall be fueled except by a fuel dispensary authorized by the County.
- B. WHEN PROHIBITED. No aircraft shall be fueled or defueled while the aircraft engine is running or while such aircraft is in a hangar or other enclosed space.
- C. SMOKING PROHIBITED. Smoking is prohibited within fifty (50) feet of an aircraft while the aircraft is being fueled or defueled.
- D. ATTENDANT REQUIRED WHEN PASSENGERS IN AIRCRAFT. During fuel handling, passengers are not permitted in the aircraft unless a cabin attendant is stationed at or near the cabin door.
- E. GROUNDING REQUIRED. During fuel handling, the aircraft and the fuel-dispensing or draining apparatus shall be properly grounded to prevent the possibility of static ignition of volatile liquids. All hoses, funnels, and appurtenances used in fueling and draining operations shall be properly equipped with a grounding device to prevent possibility of static ignition of volatile liquids.
- F. PREVENTION OF FUEL OVERFLOW. Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.
- G. OPERATION OF ELECTRICAL SWITCHES. During fuel handling, no person shall operate any radio transmitter or receiver, or operate electrical aircraft switches.
- H. ONLY ESSENTIAL PERSONNEL PERMITTED. Only personnel engaged in fuel handling, maintenance and operation of an aircraft shall be permitted within fifty (50) feet of fuel tanks of such aircraft during any fueling or defueling operation, except as provided in Paragraph D of this Section.
- I. STATIC SPARK MATERIALS PROHIBITED. During fuel handling in connection with any aircraft, no person shall use any material which is likely to cause static spark within fifty (50) feet of such aircraft.
- J. MAINTENANCE OF FUELING EQUIPMENT. Fueling hoses, static grounding lines and draining equipment shall be maintained in a safe, sound and non-leaking condition.

SECTION 2665. FIRE PROTECTION

- A. CLEANING OF AIRCRAFT - PARTS, VEHICLES, ETC. No person shall clean or degrease aircraft and/or engines except in a maintenance station properly equipped to handle such work or in a space designated by the Airport Manager.
- B. OPEN-FLAME OPERATIONS. No person shall conduct any open flame operation in any hangar; or in any shop, building, room or other place if it may, or may be likely to, endanger persons or property.

- C. STORAGE. No person shall store or stock material in such a manner or of such nature as to constitute a fire hazard.
- D. STORAGE OF FLAMMABLE MATERIALS. No person shall keep, store, or discard any flammable liquids, gasses, signal flare or other flammable material in any hangar, shop, building, room or other place if it may, or may be likely to, endanger persons or property, except that such materials may be kept in aircraft in the proper receptacles installed in the aircraft for such purpose, or in a room specifically approved for such storage by the Airport Manager.
- E. LUBRICATING OILS. No person shall keep or store bulk lubricating oils in open containers in or about hangars, shops, garages or other buildings except that such materials may be kept in the aircraft in the proper receptacles installed in the aircraft for such purposes or in hangars, shops, garages or other buildings, in sealed containers, steel drums or other dispensing equipment provided with suitable draw-off devices.
- F. WASTE. No person shall keep or store oily waste, rags or other flammable rubbish within any hangar. All waste and/or rubbish shall be kept in suitable covered metal containers and shall be removed from hangars daily.
- G. SMOKING. No person shall smoke in any hangar, shop or other building where it is dangerous to do so or where it is prohibited by the Airport Manager. NO SMOKING signs shall be strictly observed.
- H. CLEANING FLUIDS. No person shall use volatile flammable substances for cleaning purposes in the hangars, shops or other buildings except as cited in Paragraph A. of this Section.
- I. FLOOR CARE. The floor of all hangars, shops, aprons and areas adjacent thereto, shall be kept free and clean of oil, grease, waste and other flammable material.
- J. DOPING AND PAINTING. All doping and painting of aircraft shall be performed in an authorized, Fixed- Base operator maintenance station or in a space designated by the Airport Manager. Doping and painting is prohibited in individual hangars.
- K. FIRES. Report location by telephone to the local Fire Department and to the Airport Manager.

SECTION 2666. HANGARS AND TIE-DOWNS

- A. GENERAL. The lease of county-owned hangars and tie-downs shall be by written lease on a month-to-month basis.
- B. CARE OF HANGARS. Lessees shall maintain the interior of hangars in clean and orderly condition. Cleaning solvents, lubricating oils, and other flammable liquids for use by the lessee may be stored in hangars in limited quantities in sealed metal containers. Sealed metal container size shall not exceed five (5) gallons, and total storage of flammable liquids in individual hangars shall not exceed six (6) gallons. Lessees shall not use the structure of the hangar to suspend any weights or do any lifting.

- C. **TELEPHONES.** Telephones may be installed in hangars only with prior written approval of the Airport Manager.
- D. **CARE AND USE OF TIE-DOWNS.** Lessees shall maintain assigned tie-downs in a clean and orderly condition. Minor maintenance of aircraft may be performed on assigned tie-down, provided the area is not damaged. Maintenance other than minor shall be performed in an authorized Fixed-Base operator maintenance station or in an area designated by the Airport Manager.
- E. **SUB LEASING.** Lessees may not sublet their hangar or tie-down without prior written approval from the Airport Manager. Sun-lessees shall be governed by all rules and regulations required of the lessee.
- F. **LOCKS.** Lessees shall either use a lock provided by the county or, if a personal lock is used, provide a key for the hangar lock to the Airport Manager.

SECTION 2667. COMPLIANCE

- A. Failure to comply with any part of this ordinance shall be grounds for the suspension or termination of any rights or privileges by individuals or groups to enter upon or use the Airport facilities.
- B. The Airport Manager may suspend or terminate any agreement, permit, license or other arrangement for noncompliance with this ordinance.
- C. A civil action may be filed in Superior Court to enjoin any violation of this ordinance.

SECTION 2668. POLICIES AND PROCEDURES

The Airport Manager shall have the authority to promulgate policies and procedures to implement this ordinance and to insure the safe and efficient operation of county Airports.

SECTION 2. This ordinance rescinds Resolution No. 24363 dated September 19, 1967.

SECTION 3. This ordinance shall be in full force and effective thirty (30) days after its passage.

Initial: _____