

NON-SIGNATORY AIRLINE OPERATOR AGREEMENT AND LEASE FORM

AIRLINE: ExpressJet Airlines LLC

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NON-SIGNATORY AIRLINE OPERATOR AGREEMENT AND LEASE FORM

This Non-Signatory Airline Operator Agreement and Lease Form (“Agreement”) dated as of _____, 2022 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (“County”), and ExpressJet Airlines LLC, a Delaware Limited Liability Corporation, operating under the name of aha! (“Airline”). The County and the Airline are sometimes collectively referred to in this Agreement as the “Parties” and singularly, a “Party”.

RECITALS

This Agreement is made with the reference to the following recitals:

A. WHEREAS, The County, through its Board of Supervisors, is the owner and proprietor of the Charles M. Schulz-Sonoma County Airport (“Airport”) located in Sonoma County, California, and operates the Airport for the promotion, accommodation, and development of air transportation and commerce;

B. WHEREAS, The County has adopted the Air Transportation Element of the Sonoma County General Plan (“Air Transportation Element”) ([Exhibit "A"](#)) to establish policies to guide future growth and development of aviation activity and airport facilities in a manner consistent with the goals and policies established in other elements of the Sonoma County General Plan;

C. WHEREAS, The County has adopted an Airport Ordinance and Minimum Standards for Aeronautical Service Providers (“Minimum Standards”) that govern the operation of the Airport and set County policy for and govern the conduct of aeronautical activities at the Airport;

D. WHEREAS, The Airline is an airline engaged in the business of providing air transportation of persons, property, cargo, and mail and is certificated or otherwise authorized by the United States of America to engage in such business;

E. WHEREAS, The Airline is a scheduled airline and desires to conduct scheduled airline service at the Airport as such service is described in the Air Transportation Element and in this Agreement;

F. WHEREAS, The Airline intends to operate One (1) arrival and one (1) departure per day three (3) days per week at the Airport in connection with its scheduled airline service;

G. WHEREAS, The Airline intends to utilize the specific types of aircraft (individually and collectively "the Airline's Aircraft") listed in [Exhibit "B"](#), attached to this Agreement, or aircraft with substantially equivalent performance, air emissions, and noise characteristics, in providing scheduled airline service at the Airport;

H. WHEREAS, this Agreement is being entered into in furtherance of the policies and objectives stated in Article 4.5 (commencing with section 21690.5) of Chapter 4 of Part I of Division 9 of the California Public Utilities Code and with consideration of the factors set forth in section 21690.9 of the California Public Utilities Code;

I. WHEREAS, The Airline desires to lease certain premises and obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and the County is willing to grant and lease the same to the Airline upon the terms and conditions stated in this Agreement;

J. WHEREAS, The County, acting through its Board of Supervisors, has completed an environmental review process pursuant to the California Environmental Quality Act (CEQA) in support of amendments to the 2012 Airport Master Plan Update and to the Sonoma County General Plan Air Transportation Element that was certified on January 24, 2012 prior to making its decision on this Agreement and finds that the EIR was prepared in compliance with CEQA and is the appropriate environmental document for this Agreement; and

K. WHEREAS, the following individuals have the required authority to execute this Agreement on behalf of the Airline;

ExpressJet Airlines LLC
John Greenlee
CFO, SVP Plng. & Ops Control

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree to the following:

OPERATING AGREEMENT AND LEASE

1. DEFINITIONS

For purposes of this Agreement, the following words, terms and phrases whenever used in this Agreement shall have the following meanings:

1.1 Affiliate.

“Affiliate” shall mean an Air Transportation Company that is

- (a) A parent or subsidiary of the Airline, or
- (b) Shares an International Air Transport Association (IATA) code with the Airline at the Airport (code-sharing partner), or
- (c) Otherwise operates under essentially the same trade name as the Airline at the Airport and uses essentially the same livery as the Airline; provided that no “major” airline (as defined by the FAA) shall be classified as an Affiliate of another “major” airline, unless either provision (a) or (c) above defines the relationship between such airlines at the Airport.

1.2 Air Carrier Access Act (“ACAA”).

“Air Carrier Access Act (ACAA)” shall mean 49 United States Code, Section 41705, as may be amended or replaced from time to time.

1.3 Aircraft Operation.

“Aircraft Operation” shall mean a takeoff or a landing by an air carrier aircraft that is being used on a scheduled commercial passenger airline flight.

1.4 Airline.

“Airline” shall mean the Passenger Carrier signing this Agreement.

1.5 Airline-Airport Affairs Committee (AAAC).

“Airline-Airport Affairs Committee” (AAAC) shall mean a committee composed of authorized representatives of each Signatory Airline, which shall meet periodically with the Airport Manager to receive information and provide input with regard to selected matters related to airline operations at the Airport.

1.6 Airline Rates and Charges.

"Airline Rates and Charges" shall mean all rates, fees, rents, and charges payable to the County by the Airline as specified in this Agreement.

1.7 Airport.

"Airport" shall mean the Charles M. Schulz – Sonoma County Airport, Santa Rosa, California.

1.8 Airport Logo.

“Airport Logo” shall mean the logo including the character Snoopy depicted on [“Exhibit “C”](#).

1.9 Airport Manager.

"Airport Manager" shall mean the Airport Manager, of the Charles M. Schulz – Sonoma County Airport, or his or her designated representative.

1.10 Air Transportation Company.

“Air Transportation Company” shall mean a company that provides carriage of persons, cargo or property by aircraft for compensation or hire, or the carriage of mail, by aircraft, in commerce as defined in the Federal Aviation Act of 1958, as amended.

1.11 Americans with Disabilities Act (ADA).

“Americans with Disabilities Act (ADA)” shall mean 42 United States Code, Sections 12101 et seq., as may be amended from time to time.

1.12 Average Daily Scheduled Departures.

“Average Scheduled Daily Departures” shall mean for any calendar month the total number of aircraft departures scheduled from the Airport based on published flight schedules from a reputable publication such as the Official Airline Guide divided by the number of calendar days in such month.

1.13 Board of Supervisors.

"Board of Supervisors" shall mean the elected (or duly appointed) members of the Board of Supervisors of the County of Sonoma, as governing body of the County and proprietor of the Airport through its Airport Manager, or his or her designated representative, as appropriate.

1.14 Common Areas.

"Common Area" shall be that area of the Terminal that may be used on a nonexclusive basis, in common with other airlines and tenants, such as restrooms, sidewalks, waiting areas, etc., as shown on [Exhibit "E"](#).

1.15 County.

"County" shall mean the County of Sonoma, a political subdivision of the State of California.

1.16 DOT.

"DOT" shall mean the United States Department of Transportation.

1.17 Enplaned Passenger.

"Enplaned Passenger" shall mean any revenue passenger boarding at the Terminal, including any such passenger who previously disembarked from another aircraft of the same or a different air transportation company or from the same aircraft, then operating under a different flight number.

1.18 Environmental Impact Report or EIR.

"Environmental Impact Report" or "EIR" shall mean the Draft and Final Environmental Impact Report prepared and certified on January 24, 2012 for the Airport Master Plan Implementation Project.

1.19 Exclusive Use Area.

"Exclusive Use Area" shall mean the space and facilities that the County has granted the Airline the right to use on an exclusive use basis during the term of this Agreement. The Airline's Exclusive Use Area is shown on [Exhibit "F"](#) and is located in the building commonly known as the Airport Terminal located at 2200 Airport Boulevard in Santa Rosa, California.

1.20 FAA.

"FAA" shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency, as may from time to time have similar jurisdiction over the Airline or its business, and the Airport.

1.21 FAA Regulations.

"FAA Regulations," commonly referred to as "FARs," shall mean the provisions of 14 Code of Federal Regulations (CFR) Parts 1 through 199, as such regulations currently exist or as they may be amended during the term of this Agreement.

1.22 FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H).

“FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H)” refers to the most recently published FAA Advisory Circular (“AC”) that provides listings of estimated airplane takeoff noise levels in units of A-weighted sound level in decibels (“Dba”).

1.23 Ground Service Equipment.

Ground Service Equipment (“GSE”) shall mean any auxiliary power unit, mobile stairs, aircraft support equipment, machinery, or other equipment used by any qualified air carrier in support of its operations, or stored at Airport.

1.24 Ground Service Equipment (GSE) Storage Area.

“Ground Service Equipment (“GSE”) Storage Area” shall mean any area of the Airport Premises designated by the Airport Manager and used by the Airline to store or park GSE when not in use.

1.25 Hazardous Substances.

“Hazardous Substances” are defined in Section 8.8 of this Agreement.

1.26 Joint Use Area.

“Joint Use Area” shall mean the space and facilities that may be used on a nonexclusive basis, in common with other airlines and tenants, as shown on [Exhibit “E”](#).

1.27 Minimum Standards.

“Minimum Standards” shall mean the Minimum Standards for Aeronautical Service Providers adopted by the County’s Board of Supervisors to govern the conduct of aeronautical activities at the Airport, as set forth in [Exhibit “K”](#).

1.28 Non-Signatory Airline.

“Non-Signatory Airline” shall mean any airline providing less than daily scheduled service to the Airport.

1.29 Non-Stormwater Discharge.

“Non-Stormwater Discharge” shall mean any discharge to storm sewer system - that is not entirely composed of storm water. “Non-Stormwater Discharge” includes “Unauthorized Discharges” and “Authorized Non-Stormwater Discharges” as defined by the California Environmental Protection Agency State Water Resources Control Board National Pollutant Discharge Elimination System - General Permit for Discharges of Stormwater Associated with Industrial Activities Excluding Construction Activities.

1.30 Passenger Carrier.

“Passenger Carrier” shall mean an air carrier certificated by the United States Secretary of Transportation as a Passenger Carrier pursuant to 49 U.S.C. § 41102.

1.31 Passenger Facility Charge or PFC.

“PFC” shall mean federally approved Passenger Facility Charges or passenger facility fees, imposed on each passenger enplaned at an airport, as authorized by 49 U.S.C. § 40117 and regulated by 14 CFR Part 158, as such statute and regulation currently exist or as they may be amended during the term of this Agreement.

1.32 PFC Regulations.

“PFC Regulations” shall mean the provisions of 14 CFR Part 158, as such regulations currently exist or as they may be amended during the term of this Agreement.

1.33 Premises.

“Premises” shall mean the Exclusive Use Area as set forth in [Exhibit “F”](#). The terms “Premises” and “Exclusive Use Area” shall have the same meaning for purposes of this Agreement.

1.34 Rentable Space.

“Rentable Space” shall mean that space made available in the Terminal for rental to the Airport’s tenants as specified in [Exhibit “I”](#) to this Agreement.

1.35 RON.

“RON” shall be used to refer to the Airline’s aircraft remaining parked overnight at the Airport in parking spaces designated by the Airport Manager for such use.

1.36 Signatory Airlines.

“Signatory Airlines” shall mean those airlines providing air transportation of passengers or property by air to and from the Airport that rent land or facilities at the Airport and have executed agreements with the County that are substantially similar to this Agreement.

1.37 Stormwater.

“Stormwater” shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.

1.38 Stormwater Pollution Prevention Plan (SWPPP).

“Stormwater Pollution Prevention Plan” (SWPPP) shall mean the Airport’s current approved Stormwater Pollution Prevention Plan.

1.39 Terminal.

“Terminal” shall mean the commercial passenger terminal, passenger screening/hold building, and appurtenant areas at the Airport, as may be modified at any time during the term of this Agreement.

1.40 Terminal Area.

“Terminal Area” shall mean the land identified in [Exhibit “D”](#) attached hereto, including the Security Identification Display Area (SIDA) and, except as otherwise provided in this Agreement, all facilities, equipment and improvements now or hereafter located thereon.

1.41 Transportation Security Administration (TSA).

“TSA” shall mean the Transportation Security Administration of the United States Department of Homeland Security or any successor organization or agency.

2. TERMINATION OF PRIOR AGREEMENTS

Intentionally left blank.

3. PREMISES

3.1 Exclusive Use Areas

By this Agreement, the County has leased and does hereby lease to the Airline, and the Airline does hereby take and hire from the County, the Exclusive Use Area as set forth in [Exhibit “F”](#). The Airline acknowledges that the Airline will personally observe the Premises prior to commencing its operations on the Premises and that the County has made no representation or warranty regarding the condition of the Premises and that the Premises is leased in an “as is” condition except for any environmental conditions identified in Section 8 of this Agreement.

3.2 Joint Use Area.

By this Agreement, the County shall also make available to the Airline for the Airline's use in common with other air carriers and tenants the Joint Use Areas at the Airport as set forth in [Exhibit "E"](#).

3.3 Reallocation of Space.

From time to time during the term of this Agreement, part or all of the Airline’s Exclusive Use Area may be required (1) for implementation of improvements at the Airport; (2) for accommodation of the traveling public; or (3) to maximize the use of the Terminal and related facilities by Passenger Carriers (including the Airline) and other tenants, lessees, permittees, and users of the Terminal. If a reallocation of space is necessary, the County shall provide at least ninety (90) days advance written notice regarding the reallocation and of the schedule for implementation of such reallocation unless necessitated by an emergency. In any such reallocation, the actual, reasonable requirements of the Airline shall be given consideration, and the County shall use reasonable efforts to satisfy those requirements. The Airport Manager and the Airline may agree to reasonable extensions of time necessary to accommodate such a reallocation.

3.3.1 The Airline Hereby Agrees To Comply With Any Reallocation Requirements.

All moving costs resulting from relocation of the Airline in a County initiated reallocation of space shall be funded by the County, subject to rate recovery under Section 6 of this Agreement. The Airline shall be entitled to reimbursement for moves necessitated by Airport initiated reallocation of space within the Joint Use Area.

3.3.2 Airline Trade Fixture.

With respect to any Airline trade fixture and other movable property, if removal from the existing premises and reinstallation at the Airline's new premises is possible and not unreasonable, the Airline shall not be entitled to a new fixture or to new property; the Airline shall, however, remove all trade fixtures and other movable property of the Airline from the existing premises whether or not reinstallation is possible.

3.3.3 Exclusive Use Area.

Except pursuant to Section 5.3 of this Agreement, if the Airline's Exclusive Use Area is reduced or enlarged by a County reallocation, the Airline's rent may be decreased or increased on a per square foot basis provided that rent shall not increase without the prior written consent of the Airline.

4. TERM

4.1 Agreement Term.

The initial term of this Agreement will be for a period of one (1) year from the Commencement Date of this Agreement. The Parties shall execute an acknowledgement of the Commencement Date and attach it to this Agreement as [Exhibit "H"](#) once the initial term commences. The parties agree that this Agreement may be extended for one (1) additional one-year period. The Airline will advise the County, or its designee, 90 days prior to the end of the initial term, as set forth in this Agreement, whether the Airline plans to continue with the Agreement.

4.2 Termination.

Notwithstanding any other provision of this Agreement, any Party hereto may terminate this Agreement, with or without cause, upon ninety (90) days written notice to all other Parties.

4.3 Airline's Duty to Surrender.

At the expiration or earlier termination of the term, The Airline shall surrender to the County, the possession of the real property and the improvements constituting the Exclusive Use Area or any portion thereof in the case of a partial termination, in good condition, ordinary wear and tear excepted. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in Section 13 of this Agreement. If The Airline fails to surrender the Exclusive Use Area by the expiration or sooner termination of this Agreement, the Airline shall indemnify and hold the County harmless against all loss, liability, cost or expense directly resulting from or arising out of the Airline's failure to surrender the Exclusive Use Area, including, without limitation, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Exclusive Use Area after said termination or expiration and any related attorneys' fees and brokerage commissions. Notwithstanding the foregoing, no termination of this Agreement shall release the Airline from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

4.4 Holding Over.

If the Airline shall continue to occupy or possess the Exclusive Use Area after the termination of this Agreement with the County's express written consent, then the Airline shall be a tenant on a month-to-month basis. All the terms, provision and conditions of this Agreement shall apply to such a month-to-month tenancy at a rent determined by the County, but in no event less than the rent payable under this Agreement during the last full month before the date of expiration or earlier termination of this Agreement. The month-to-month tenancy shall be on the terms and conditions of this Agreement except as provided in the preceding sentence. The County's acceptance of rent after such holding over with the County's written consent shall not result in any other tenancy or in a renewal of the original term of this Agreement. If the Airline remains in possession of the Exclusive Use Area after expiration or earlier termination of this Agreement without the County's written consent, the Airline's continued possession shall be on the basis of a tenancy at sufferance and the Airline shall pay as rent during the holdover period an amount equal to two hundred percent (200%) of the monthly rent for the Exclusive Use Area in effect under this Agreement during the month which includes the day immediately prior to the date of the expiration or termination of this Agreement. Nothing in this Section 4 shall be construed as implied consent by the County to any holding over by the Airline. The County expressly reserves the right to require the Airline to surrender possession of the Exclusive Use Area to the County as provided in this Agreement. The provisions of this Section 4.4 shall not be considered to limit or constitute a waiver of any other rights or remedies of the County provided in this Agreement or at law.

5. AIRPORT DEVELOPMENT

5.1 Airport Capital Improvements.

The Airport has a Capital Improvement Plan to preserve, protect, enhance, and otherwise improve the Airport. The current 10-year Capital Improvement Plan ("CIP") for the Airport is attached as [Exhibit "M"](#).

5.2 Alterations to Terminal Building and Terminal Areas.

The Airline understands and agrees that during the term of this Agreement, the County may alter or expand the existing terminal building and associated facilities, make adjustments to the configuration of existing facilities, and/or reassign spaces within the terminal area. The County will work with the Airline to reach mutually agreed upon changes, alterations, and development.

5.3 New Airport Terminal Building.

If, during the term of this Agreement, the County constructs a new airport terminal building, the County may move the Airline and other airlines operating at the Airport to the new terminal building, subject to terms and conditions to be negotiated and agreed upon by the County and the Airline prior to such move.

5.4 Non Exclusive Use.

Nothing in this Agreement shall be interpreted as requiring the construction of a new airport terminal building with Commercial Airline Space nor shall it be construed as granting the Airline

an exclusive right to conduct any of the uses permitted under this Agreement in a new airport terminal building.

6. AIRLINE RATES AND CHARGES

6.1 Rate Making Methodology.

Airline Rates and Charges shall be established annually based on the procedure set by the County. The County, subject to consultation with the AAAC, may amend such Airline Rates and Charges. The Airline Rates and Charges are developed under a commercial compensatory rate making methodology for the terminal cost center and a hybrid methodology for the airfield cost center. The rates and charges will be calculated and set at the beginning of each Fiscal Year.

6.2 Terminal Building.

The terminal cost center consists of the current Terminal Building, including passenger ticketing areas, the holdrooms, baggage claim facilities, baggage make-up facilities, passenger loading bridges/regional boarding ramps, and all public area, concession, and other leasable areas. For purposes of rate setting calculations, modular buildings (temporary airline ticket offices and temporary gate facilities) will be considered to be attached to and a part of the main terminal building.

6.2.1 Terminal Building Rental Rate.

Terminal Building Operating Requirement is calculated by summing the elements of the Airport operating requirement allocated to the Terminal Building cost center. Currently, this includes Operations and Maintenance ("O&M") Expenses, O&M Reserve Requirement (if any), Capital Outlay (if any), and Debt Service and applicable Debt Service Coverage ("Capital Charges"). The Terminal Building Operating Requirement is then divided by Rentable Space to obtain the Terminal Building Rental Rate. The Terminal Building Rental Rate is then multiplied by the sum of the total terminal Exclusive Use Area Premises and Joint Use Area Premises to calculate the Airline Terminal Building Requirement for the Signatory Airlines. The Airline Terminal Building Requirement is then reduced by a rental rate credit to be established at the County's discretion to the extent such amounts are available to calculate the Adjusted Signatory Airline Terminal Building Requirement. The Adjusted Terminal Building Requirement is then divided by the sum of the total terminal Exclusive Use Area Premises and Joint Use Area Premises to calculate the Terminal Building Rental Rate.

6.2.2 Airline Joint Use Charge.

The Airline Joint Use Charge requirement shall be calculated by multiplying the Terminal Building Rental Rate by the sum of the total space of Joint Use Areas in the Terminal Building, including but not limited to holdrooms, baggage claim, baggage screening, ticket counters, ticket queueing (as applicable), and airline kiosk areas. The Joint Use Charge to be collected by the County from the Airline for each Enplaned Passenger shall be the greater of (1) the Joint Use Charge requirement divided by annual Enplaned Passengers budgeted by the County for the applicable Fiscal Year or (2) \$1.60 per Enplaned Passenger.

6.3 Airfield Area.

The Airfield Area cost center consists of those areas of land and Airport facilities that provide for the general support of air navigation, flight activity and other aviation requirements of the Airport. The airfield includes runways, taxiways, the terminal apron, aircraft service areas and those ramp areas not included in any other cost center, approach and clear zones, safety areas and infield areas, together with all associated landing navigational aids and Airport facilities, aviation controls, and other systems related to the airfield. It also includes areas of land acquired for buffer requirements for the landing areas of the Airport, all land acquired for Airport expansion until the land is used or dedicated to another cost center, and all Airport noise mitigation facilities or costs.

6.3.1 Landing Fee Rate.

The Airfield Area operating requirement is the sum of O&M Expenses allocated to the Airfield Area, O&M Reserve Requirement (if any), Capital Outlay (if any), and Debt Service and applicable Debt Service Coverage ("Capital Charges"). The Airfield Area operating requirement is then divided by the Certified Maximum Gross Landed Weight (CMGLW) of all of the Airlines' Revenue Aircraft Arrivals to determine the Airlines' Landing Fee Rate. This Landing Fee Rate multiplied by the estimated CMGLW of the Non-Signatory Airlines' Revenue Aircraft Arrivals establishes the Airlines' Landing Fee revenue requirement. The Airline Airfield Area requirement is then further reduced by a rate credit to be established at the County's discretion to the extent such amounts are available to calculate the Adjusted Airline Airfield Area requirement. The Adjusted Airfield Area Requirement is then divided by the CMGLW of all Airlines' Revenue Aircraft Arrivals to determine the Adjusted Airlines' Landing Fee Rate.

6.4 Other Charges.

The County expressly reserves the right to assess and collect the following:

6.4.1 Reasonable and Non-Discriminatory Fees and Charges.

Reasonable and non-discriminatory fees and charges for services or facilities not enumerated in this Agreement, but provided by the County and accepted by the Airline, including, but not limited to, special maintenance of the Airline premises, 400 Hertz electric power charges, equipment/vehicle storage areas, disposal fees, utility fees, and remote ramp aircraft parking fee.

6.4.2 Pro-Rata Shares

Pro-rata shares of any charges for the provision of any services or facilities which the County is required to provide by any governmental entity (other than the County acting within its proprietary capacity) having jurisdiction over the Airport.

6.4.3 Employee Parking Areas

The County reserves the right to charge the Airline or its employees a reasonable and non-discriminatory fee for use of the employee parking area(s) provided at the Airport.

6.4.4 Fees for Permits, Licenses, Taxes, Etc.

The Airline shall pay the required fees for all permits and licenses necessary for the conduct of its air transportation business at the Airport. The Airline shall also pay all taxes, assessments, and charges, which during the Term of this Agreement may become a lien or which may be levied by the State, the County, a City, or any other levying body, upon any interest by the Airline acquired in this Agreement, or any possessory right which the Airline may have in or to the premises or facilities leased hereunder, or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as taxes, assessments, and/or charges on property, real or personal, owned by the Airline in or about said premises.

6.4.5 Fine For Violations

The County reserves the right to charge the Airline an administrative fine for violation of the Airport Rules and Regulations and Airport Ordinance by the Airline, its officers, employees, and agents. The Airline shall be notified in advance of the adoption or modification of a schedule of administrative fines and the Airline may appeal in writing to the County within ten (10) days its objection to any notification of violation and assessment of an applicable administrative fine.

6.5 Non-Signatory Airline Terminal Rates.

Airlines that are not Signatory Airlines will be charged non-Non-Signatory Airline Rates and Charges established by the County, currently at a thirty (30) percent premium, as may be amended from time to time.

6.6 Information to be Provided by the Airline.

6.6.1 Activity Reports.

Not later than the 10th day of each month, the Airline shall file written reports (“Activity Reports”) in a format approved by the Airport Manager for all aviation activity conducted by the Airline during the prior month and for all aviation activity handled by the Airline for other Air Transportation Companies not required, by an agreement with the County, to submit their own activity reports. Activity Reports shall include, but not be limited to, aircraft landings and departures by aircraft type; gross landing weight and total landing weight by aircraft; total revenue passengers and non-revenue passengers enplaned and deplaned at the Airport; and total pounds of freight, mail, and baggage enplaned and deplaned at the Airport.

6.6.2 County Reliance on Activity Reports.

The County shall have the right to rely on the Airline’s Activity Reports in determining rentals and charges due under this Agreement. The Airline shall be solely responsible for the accuracy of its Activity Reports. Payment deficiencies resulting from incomplete or inaccurate Activity Reports shall be subject to late charges as set forth in Section 7.4. The County’s assessment of such late charges shall be in addition to any other remedies that the County may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.

6.6.3 Records; Audits.

The Airline shall at all times maintain and keep accurate records reflecting the Airline's aviation activity at the Airport to be reported pursuant to this Section 6.6. The Airline shall retain these required records for a period of three (3) years subsequent to the activities reported therein, or such other retention period as set forth in applicable Federal Aviation Regulations. Upon prior written notice to the Airline all required records shall be made available, at no cost to the County, at the Airline's corporate office for audit and/or examination by the County or its duly authorized representative during all normal business hours.

6.6.4 Audit Costs.

The cost of an audit shall be borne by the County; provided, however, the total cost of said audit shall be borne by the Airline if either or both of the following conditions exist:

- (1) The audit reveals an underpayment of more than ten percent (10%) of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit; or
- (2) The Airline has failed to maintain true and complete records in accordance with Section 6.6.3, minor, non-intentional error excepted.

7. **CONSIDERATION**

7.1 Subject to the provisions of Section 7.1.1 and [Exhibit "O"](#).

Beginning on the Commencement Date, the Airline shall pay to the County the rates and charges established in [Exhibit "G"](#), in accordance with the procedures established in this Section 7.1, as consideration for the Airline's use of the Premises. Because the County's fiscal year begins on July 1 and ends on June 30, for purposes of this Agreement the term "Lease Year" shall mean (except for the first Lease Period) a twelve-month period beginning on July 1 and lasting through June 30 of the following year, unless the context clearly means a calendar year. The first Lease Period shall begin on the Commencement Date. Charges are established in an Airport Rates and Charges Resolution, adopted annually by the Board of Supervisors and reviewed by Aviation Commission.

7.1.1 Fee Waiver Provision.

The County forgives payment of the following fees for the Airline's first twelve (12) consecutive months of service provided pursuant to this Agreement's [Exhibit "O"](#): landing fees, parking fees for aircraft remaining overnight (RON), hold room fees, and terminal building exclusive use, preferential use, and joint use fees. This waiver does not include badging fees (badge fees will be waived during start up through the first 90 days of service), fuel flowage fees, and employee parking fees. The County will forgive payment of the fees for a total period of twelve (12) months from the date the Airline's service commenced at the Airport. All parties acknowledge that the Airline must pay any and all taxes and that taxes are not included in this fee waiver

7.1.2 Exclusive Use Areas Terminal Rents

Each month the Airline shall pay to the County one-twelfth (1/12) of the total annual Terminal Rents for the Airline's Exclusive Use Areas in advance on the first day of each month. Monthly Exclusive Use Areas Terminal Rents shall be delinquent if not paid in full by the fifth (5th) calendar day of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue rent and shall be paid by the sixth (6th) of the month.

7.1.3 Airline Joint Use Charges.

The Airline's Joint Use Charges shall be due and payable monthly in arrears on the twentieth (20th) day of each following calendar month and shall be delinquent if not paid in full by the twenty (20th) of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue rent and shall be paid by the twenty sixth (26th) of the month.

7.1.4 Landing Fees.

The Airline's Landing Fees shall be due and payable monthly in arrears on the twentieth (20th) day of each following calendar month and shall be delinquent if not paid in full by the twenty (20th) of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue Landing Fees and shall be paid by the twenty sixth (26th) the month.

7.1.5 Airline RON Fees.

The Airline's Prepaid Monthly RON Fees shall be due and payable monthly in advance on the first day of each calendar month and shall be delinquent if not paid in full by the fifth (5th) calendar day of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue fees and shall be paid by the sixth (6th) of the month. Other RON fees incurred by the Airline shall be due and payable monthly in arrears on the twentieth (20th) day of each following calendar month and shall be delinquent if not paid in full by the twenty (20th) of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue Landing Fees and shall be paid by the twenty sixth (26th) the month.

7.1.6 GSE and Aircraft Apron Storage Rent.

Each month the Airline shall pay to the County one-twelfth (1/12) of the total annual rents due for the Airline's GSE and Aircraft Apron Storage Areas in advance on the first day of each month. Monthly GSE and Aircraft Apron Storage Rents shall be delinquent if not paid in full by the fifth (5th) calendar day of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue fees and shall be paid by the sixth (6th) of the month.

7.1.7 Other Fees and Charges

The Airline agrees to pay to the County any other applicable fees or charges imposed by the County at the Airport at the rate set forth in the latest schedule established by the County from time to time in its adopted rates and charges. All such fees or charges shall be due and payable monthly according to the type of payment owed, and shall be delinquent if not paid within five (5) calendar days thereafter or twenty (20) calendar days, in which case a late charge as specified in Section 7.4 shall apply to any overdue rent. The Airport fees and charges in effect on the Commencement Date of this Agreement are attached hereto as [Exhibit "G"](#).

7.1.8 Additional Rent

In addition to the Airline Rates and Charges described above, the Airline shall pay and discharge when the same shall become due as additional rent (hereafter referred to as "Additional Rent"), all other amounts and obligations which the Airline assumes or agrees to pay or discharge pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, all amounts payable by the Airline to or on behalf of the County under this Agreement, whether or not expressly denominated as Rent, shall constitute rent for the purposes of the UNITED STATES BANKRUPTCY CODE, 11 United States Code (USC) §502(b)(6).

7.2 Annual Review of Rates and Charges.

The projected Airline Rates and Charges established in [Exhibit "G"](#) are for informational purposes only and are subject to review and change annually by the County.

7.3 Manner of Payment of Rent.

Monthly Rent for any partial month shall be prorated at the rate of 1/30th of the monthly rent per day. The Rent and any other sums payable by the Airline hereunder shall be paid by the Airline without notice, demand or offset at the Office of the Airport Manager at the Airport, or at such other place or places as may from time to time be designated in writing by the County.

7.4 Late Charge.

The Airline agrees to pay a late charge of ten percent (10%) of the amount overdue on any unpaid Rent.

7.5 Operating Expenses.

The Airline agrees to pay all of its operating expenses, including, without limitation, taxes, insurance, maintenance and repair, utilities, and the like, so that this Agreement is a triple-net lease.

7.6 Taxes and Assessments.

7.6.1 Obligation to Pay.

The Airline is fully responsible for and agrees to pay, all real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other applicable charges (collectively "Taxes"), levied on or assessed against the Exclusive Use Area, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term. The Airline shall make all such payments directly to the assessing authority, at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), the Airline may, at the Airline's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency.

7.6.2 Airline's Right to Contest.

The Airline may contest the legal validity or amount of any taxes, assessments, or charges for which the Airline is responsible under this Agreement, and may institute such proceedings as the Airline considers necessary. If the Airline contests any such tax, assessment or charge, the Airline may withhold or defer payment, or pay under protest, but shall protect the County and the Exclusive Use Area from any lien by adequate surety bond or other appropriate security.

7.6.3 Proof of Compliance.

The Airline shall furnish to the County within fourteen (14) days of receipt by the Airline of the written request of the County, copies of receipts or other appropriate evidence establishing payment of any applicable taxes. The Airline may comply with this requirement, but is not obligated to do so, by retaining a tax service to notify the County whether the taxes have been paid.

7.7 Passenger Facility Charge.

The Airport currently collects, and if authorized by FAA in the future, the County, as proprietor of the Airport, may impose Passenger Facility Charges ("PFCs") at the Airport in order to raise revenue to pay allowable costs of approved airport projects.

7.7.1 County May Impose PFC

The County expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. Section 40117 and the PFC regulations as now in force or hereafter amended, or any act or regulation in substitution thereof.

7.7.2 Airline Obligations.

The Airline shall hold in trust for the County the net principal amount of all PFCs that it or its agents or affiliates collect on behalf of the County. For the purposes of this Paragraph, net principal amount shall mean the total principal amount of all PFCs that are collected by the Airline or its agents or affiliates on behalf of the County, reduced by any amount that the Airline is permitted to retain pursuant to 49 U.S.C. Section 40117 and the PFC Regulations. Monthly PFCs collected by the Airline shall be remitted to the County no later than the last day of the following calendar month or if that date falls on a weekend or holiday, the first business day thereafter. In addition, PFCs collected by the Airline shall be remitted to the County at the Airport Manager's office or at such other place as designated by the County.

7.7.3 Penalties

Should the Airline fail to remit the net principal amount of all PFCs to the County within five (5) days following the remittance date specified above, the Airline shall be deemed to be in default of this Agreement. In addition, any late payment of PFCs shall be subject to late fees computed at the rate of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars (\$100) per month or the highest rate allowable under applicable state law from the due date until paid.

7.7.4 Federal Law Takes Precedence.

Nothing contained in this Agreement shall be construed to supersede the rights and obligations provided in 14 CFR Part 158 regarding Passenger Facility Charges. In the event that a conflict exists between such federal regulation and this Agreement, the federal regulation shall govern.

8. USES, PURPOSES, AND OPERATIONAL REQUIREMENTS.

This section addresses authorized uses of the Premises described in Section 3 of this Agreement and of the Public Airport Facilities described in Section 8.2 of this Agreement.

8.1 Authorized Uses.

The Airline's authorized uses are addressed in [Exhibit "N"](#) which is attached hereto and incorporated into this Agreement by this reference.

8.1.1 Right to Select Vendors

The Airline shall have the right to have its aircraft and other equipment serviced by suppliers of its choice. Such suppliers may provide materials and services, including, but not limited to, aviation fuel, ground vehicle fuel, lubricating oil, greases, parts, and all other materials and supplies and services required by the Airline in the conduct of its air transportation service. The Airline shall ensure that all of its suppliers strictly comply with all the terms of this Agreement, all applicable laws and regulations, and the Minimum Standards.

8.1.2 Limitation.

The Airline shall not conduct any business at the Airport other than that of a scheduled airline pursuant to this Agreement without the prior written consent of the County's Airport Manager.

8.1.3 Requests from Airport Manager.

The Airline shall cooperate with any reasonable request from the Airport Manager regarding use of the Airport or operations at the Airport.

8.2 Use of Public Airport Facilities.

The County grants the Airline the nonexclusive right to use of all public Airport facilities including, but not limited to, taxiways, runways, navigational aids and facilities relating thereto for purposes of landings, takeoffs and taxiing of the Airline's aircraft. All such use shall be in accordance with the laws of the United States of America, the State of California, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations, and ordinances of the County now in force or hereafter prescribed or promulgated by ordinance or by law. The use of Common Areas, Exclusive Use Area, and public airport facilities shall be subject to the control and regulation of the Airport Manager.

8.2.1 Reservations to County.

This Agreement for non-exclusive use is subject to all rights reserved by the County to license, permit, authorize, regulate and relocate concessionaires and other Airport tenants, including but not limited to, booths, counters, hold room, offices, lockers, advertising space, and wall space.

8.3 Affiliates.

8.3.1 Designation by Signatory Airline.

A Signatory Airline must designate any Air Transportation Company that will operate as an Affiliate of the Signatory Airline at the Airport in writing to the Airport Manager. If the Airline chooses to use an affiliate during the term of this Agreement, Airline must notify Airport in writing to the Airport Manager thirty days prior to the change in operations.

8.3.2 Affiliate Agreement Required.

Before operating at the Airport, all Affiliates shall be required to execute an Affiliate Agreement with the County for operations conducted on behalf of the Airline and shall comply with all insurance, indemnification, and other Airline operating requirements established by the County.

8.3.3 Payment of Affiliate's Rates and Charges.

The Signatory Airline shall pay the Affiliate's rentals, fees, and charges at the Signatory Airline rates, provided the Signatory Airline:

- (1) Remains a Signatory Airline to this Agreement (if the Signatory Airline is the Airline, or an agreement in form and substance similar to this Agreement if the Signatory Airline is not the Airline), and
- (2) Agrees to be and shall be obligated to serve as a financial guarantor for all rentals, fees, and charges incurred by any Affiliate of such Signatory Airline at the Airport.

8.3.4 Unpaid Rentals, Fees, and Charges.

The Airline shall be responsible for any and all unpaid rentals, fees, and charges, and the reporting of monthly aviation activity, as required by Section 6.6 of this Agreement, of any Affiliate while such Affiliate operates at the Airport on behalf of the Airline.

8.4 Operational Requirements.

The Airline shall abide by the following conditions and requirements during the term of this Agreement:

8.4.1 Environmental Review, Air Transportation Element, Airport Master Plan

- (1) The Airline agrees to comply with the goals, objectives, and policies of the Air Transportation Element and any amendments thereto. In addition, the Airline understands and acknowledges that this Agreement shall be subject to the EIR, the Airport Master Plan Update, and future updates adopted by the County Board

of Supervisors, and the Airline hereby agrees to comply with such Airport Master Plan and any documents related thereto.

- (2) The County has determined that this Agreement and the use of the Airline's aircraft are consistent with the Air Transportation Element and the EIR certified by the County in 2012 in connection with adopting the amended Air Transportation Element and the 2012 Airport Master Plan Update. Accordingly, the Airline expressly recognizes and agrees that any change by the Airline in the type of aircraft the Airline uses to provide scheduled airline service at the Airport under this Agreement shall be subject to the County's prior written consent and may require additional environmental review.
- (3) The environmental review conducted by the County in connection with adopting the amended Air Transportation Element and the 2012 Airport Master Plan Update studied 21 Average Daily Scheduled Departures. The County cannot authorize operations exceeding the study limit of 21 Average Daily Scheduled Departures unless further environmental review is first completed. When the County receives indications from airlines of interest in exceeding 21 Average Daily Scheduled Departures, it shall convene the Airline-Airport Affairs Committee to discuss and determine the costs of and payment for required further environmental review. Nothing in this Section 8.4.1(3) shall obligate the County to pay for all or any portion of the cost of such further environmental review.

8.4.2 County's Written Pre-Approval of Aircraft Types.

Except due to operational necessity, the Airline agrees not to operate any aircraft at the Airport that has not been previously approved, in writing, by the County for use at the Airport and listed on [Exhibit "B"](#).

8.4.3 Daytime Operations.

The Airline agrees to restrict its daytime aircraft operations at the Airport (6:00 a.m. to 10:00 p.m.) to those types of aircraft analyzed in the EIR and having a departure single-event noise level of 83.2 Dba (Lmax) or less, as specified in the most recently published FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H).

8.4.4 Nighttime Operations.

The Airline agrees to restrict its nighttime aircraft operations at the Airport (10 p.m. to 6:00 a.m.) to those types of aircraft having a departure single-event noise level of 72 Dba (Lmax) or less, as specified in the most recently published FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H). The Airline agrees it will not schedule the arrival or departure of any of the Airline's aircraft at the Airport for later than 9:45 p.m. unless the aircraft meets the noise level criteria for both daytime and nighttime aircraft operations at the Airport.

8.4.5 Nighttime Arrivals.

In the event that an arrival of the Airline's aircraft scheduled before 10:00 p.m. is delayed until after 10:00 p.m. and the aircraft meets the agreed upon noise level criteria for daytime aircraft operations at the Airport but does not meet the agreed upon criteria for nighttime aircraft operations, the aircraft may land at the Airport but the Airline agrees to use its best efforts, as determined by the Pilot in Command, to assure that the aircraft lands as quietly as possible without endangering passengers or the aircraft. The Airline agrees to notify the County's Airport Manager within one (1) business day of the reason for the delayed arrival.

8.4.6 Flight Schedule Changes.

The Airline shall make reasonable efforts to provide information regarding flight schedule changes to the County, in writing, at least fifteen (15) days in advance.

8.4.7 Fueling Operations.

The Airline shall not perform any fueling operations at the Airport without prior written approval of the Airport Manager.

8.4.8 Airport Security

- (1) Local Security. The Airline will comply with its Aircraft Operator Standard Security Program ("AOSSP") and as directed by the County with applicable terms of the Airport's Airport Security Program ("ASP").
- (2) Federal Security. As of the date of this Agreement, the TSA provides for all passenger and baggage screening conducted at the Airport. At some point during the term of this Agreement, the Airport or another entity may be authorized to provide these security services in lieu of the TSA.
- (3) Penalties and Fines. The Airline shall pay any penalties for which the Airline is responsible pursuant to a final determination or adjudication within seven (7) days. These penalties include but are not limited to, civil penalties or fines assessed against the Airport or the Airline, by the FAA, TSA or any other governmental agency for the violation of any security related laws, rules, policies or regulations at the Airport.

8.4.9 Compliance with County-Held Licenses and Certificates.

The Airline shall comply with any certificate or license that is held by the County necessary for the operation of the Airport, including, but not limited to, the FAR Part 139 Airport Operating Certificate and Stormwater Management Permit. This compliance includes the responsibility for any fines, penalties, awards or damages that may be levied against the Airport that are directly or indirectly caused by the Airline, its agents, employees or others operating on their behalf ("including penalties"). Airline will comply with laws, ordinances, governmental rules and regulations without prejudice to the right of the Airline to undertake appropriate legal action to contest any such requirements for violations of any such requirements, and Airline will not be considered in breach hereof during the course of any such contest. Upon final adjudication of any

contest by Airline, Airline will pay any fines levied against Airline as a result of any violation by law Airline or any fines levied against Airport as a result of any violation of law by Airline.

8.4.10 Deicing Operations.

The Airline shall conduct any necessary aircraft de-icing operations using the Airline's best management practices pursuant to a written procedure that has been approved in advance by the County's Airport Manager. The Airline's deicing operations shall be in compliance with the Airport's SWPPP.

8.4.11 Control of Rates, Fares, or Charges.

The County shall have no control whatsoever over the rates, fares, or charges that the Airline may prescribe for any of its services to, from, through, or at the Airport, or between the Airport and the Airline's ticket offices or other stopping places in Sonoma County.

8.4.12 War or National Emergency.

This Agreement and all the provisions of this Agreement 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 nonexclusive use of the Airport by the United States during the time of war or national emergency.

8.4.13 Circumstances Which Excuse Performance.

If either Party to this Agreement shall be delayed or prevented from the performance of any act required under this Agreement by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the Party obligated (except for financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section 8 shall excuse the Airline from the prompt payment of any rental or other charge required of the Airline except as may be expressly provided elsewhere in this Agreement.

8.4.14 Airline Employee Parking.

The Airline acknowledges that there is no parking for its employees or customers adjacent to the Exclusive Use Area. The Airline shall require its employees to park in the Airport's Long Term B Parking Lot. The County shall issue County-owned identification (currently the employees SIDA badge is used to access the parking lot) to the Airline's employees and the Airline or Airline's employees shall be responsible for paying applicable parking fees and for returning all identification materials to the County.

8.4.15 Texting While Driving.

The Airline shall take all reasonable steps to ensure that the Airline's agents, employees, contractors, and invitees do not text and drive upon the Airport property. Pursuant to the adopted policies of the Federal Aviation Administration, as applicable to the County, the Airline is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Agreement.

8.5 Aircraft Parking.

8.5.1 Assignment of Parking Spaces; Duration.

The Airport Manager shall have the right, in his or her sole discretion, to assign aircraft parking spaces, including spaces for aircraft remaining overnight (RON), and to limit the time aircraft may occupy assigned spaces.

8.5.2 Movement of Aircraft at Direction of Airport Manager.

If, in the judgment of the Airport Manager, it becomes necessary to move the Airline's aircraft in order to ensure public safety, improve ramp area efficiency or otherwise, then the Airline shall immediately move said aircraft to the location designated by the Airport Manager.

8.5.3 Disabled Aircraft.

Should any aircraft owned or operated by the Airline, through accident or for any other reason, become disabled or abandoned in any area which could interfere with the continuous, normal operations of any of the landing and field facilities at the Airport, the Airline shall:

- (1) Immediately remove said aircraft to a location designated by the Airport Manager, unless such aircraft is required to remain in place pending investigation by a regulatory agency or agencies of the federal government; and
- (2) In the event of any accident where federal agency investigation in place is required, the aircraft and any related wreckage or debris shall be moved as soon as authorized to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by the Airport Manager.

8.5.4 Failure to Remove Aircraft.

If the Airline should fail to remove the aircraft, or if aircraft owned or operated by the Airline are abandoned on the Airport, the County shall have the right to remove such aircraft by any means the Airport Manager deems necessary under the circumstances, and the Airline shall keep and hold the County harmless from any and all costs, loss, liability, damage or expense incurred by the County or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal as well as moving and storage costs incurred.

8.5.5 Parking Restriction.

The Airline agrees that it may not independently make arrangements for aircraft parking space at the Airport without express written consent of the Airport Manager, which may be withheld in the Manager's sole discretion.

8.6 Compliance with Laws, FAA Regulations and Minimum Standards.

- (1) The Airline shall comply with all laws and regulations that are applicable to its occupancy and to its operations under this Agreement, including, without limitation, all Federal Aviation Regulations (FARs), the Air Carrier Access Act of 1986 (49 U.S.C. 41705) (Air Carrier Act), the Americans with Disabilities Act of 1990 (42 U.S.C. 12181), the goals, objectives and policies of the Air Transportation Element of the Sonoma County General Plan and any amendments thereto. Additionally, the Airline shall not knowingly and intentionally allow the Exclusive Use Area to be used for any unlawful purpose.
- (2) This Agreement is subject to Title 49 CFR Part 1500 et. seq., Title 14 CFR Part 107, Title 14 CFR Part 139, and any Executive Orders and TSA mandates or FAA Regulations relating to safety and security. The Airline hereby acknowledges that the Airline is familiar with and has access to copies of such regulations. If any violation of these federal regulations occurs at the Airport by reason of any act, negligence, or willful conduct of the Airline, the Airline shall be liable to reimburse the County for the full amount of any fine or penalty resulting directly therefrom. This Agreement is also subject to certain assurances mandated by the FAA for inclusion in Agreements. These assurances are set forth in [Exhibit "J"](#) attached hereto and incorporated in this Agreement by this reference.
- (3) All of the Airline's operation at the Airport must strictly comply at all times with FAA and TSA rules and regulations (as they now exist and as they may be amended).
- (4) At all times the Airline shall conduct its uses and its operations in conformance with all then applicable laws and the Airport Minimum Standards, as the same currently exist and as they may be modified from time to time. A copy of the Minimum Standards in effect as of the Commencement Date is attached hereto as [Exhibit "K"](#).

8.7 Waste.

The Airline shall dispose of all sewage and industrial waste in accordance with all applicable regulations and laws of those governmental agencies having jurisdiction or authority over the Exclusive Use Area. The Airline shall ensure that all solid waste materials are placed in appropriate covered containers designed for use with the type of waste involved, which shall remain covered, and that said containers are maintained within enclosures located on said Exclusive Use Area and designated to keep said trash containers out of the flow of traffic and in a location approved by the Airport Manager. The Airline shall not knowingly and intentionally use the Exclusive Use Area or Common Use Areas in any manner that will constitute waste. The Airline shall not use the Exclusive Use Area or Common Use Areas for sleeping, washing clothes, or the manufacture or mixing of anything that might emit any unreasonable odor or objectionable odor, noises or lights onto adjacent properties.

8.8 Hazardous Substances and Environmental Compliance.

8.8.1 Hazardous Substances.

As used in this Agreement, the term "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including but not limited to the County acting in its governmental capacity, the State of California or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste," "hazardous material" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

As used in this Agreement, the term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, pollutants, occupational safety and health, public health and safety, industrial hygiene or the environmental conditions on, under or about the Airport, and includes, without limitation the following: (i) the CLEAN AIR ACT, 42 USCA Section 7401, et seq. (ii) CLEAN WATER ACT, 33 USCA Section 1251, et seq.; (iii) the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, as amended by the SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("CERCLA"), 42 U.S.C. Section 9601 et seq.; (iv) 49 CFR, Sections 173.5 (Transportation of Hazardous Materials); (v) the SOLID WASTE DISPOSAL ACT, as amended by the RESOURCE CONSERVATION AND RECOVERY ACT OF 1986 and HAZARDOUS and SOLID WASTE amendments of 1984 ("RCRA"), 42 U.S.C. Section 6901, et seq.; (vi) the OIL POLLUTION ACT of 1990, 33 USCA Section 2701, et seq. (vii) the FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. Section 1317, et seq.; (viii) the SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986, CALIFORNIA HEALTH AND SAFETY CODE Section 25249.5 et seq.; (ix) the CALIFORNIA HEALTH AND SAFETY CODE Sections 25100, 25395.7, 25915, et seq.; (x) the CALIFORNIA WATER CODE Section 1300, et seq.; (xi) the CALIFORNIA CIVIL CODE Section 3479, et seq.; (xii) Stormwater Discharge Rules, 40 C.F.R. Section 122.26, 122.30-37; and (xiii) All other state laws, rules, orders, directives, and codes, regulations judgments, and orders relating to (a) emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata); and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Substances, as such laws are amended, and the regulations and administrative codes applicable thereto.

The Airline agrees that it shall abide by all Hazardous Substances laws and rules and regulations relating to hazardous substances including, but not limited to, 49 CODE OF FEDERAL REGULATIONS, Parts 171, et seq. The Airline agrees it will not knowingly carry Hazardous Substances on aircraft that are not permitted by law to be carried by passenger aircraft. Final determination of violations by the Airline or any of its agents or employees of any Hazardous

Substance laws or regulations related to the Airline's operations at the Airport are grounds for termination of this Agreement.

The Airline shall comply with all Environmental Laws and shall not engage in any activity on or about the Airport that violates any Environmental Law. In conducting its operations and maintenance on the Airport under this Agreement, the Airline shall comply with such regulations regarding the storage, distribution, processing, handling and/or disposal, including the storm water discharge requirements, of Hazardous Substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.

The Airline shall at its own expense take all investigatory and remedial action required or ordered by any governmental agency or Environmental Law for cleanup, removal and disposal of any contamination involving any Hazardous Substances caused by the Airline. In conducting a cleanup of a Hazardous Substance under this Agreement, the Airline shall comply with applicable Environmental Laws.

The Airline shall not allow or cause the entry of any Hazardous Substances under its control into the Airport Stormwater drainage system unless authorized by Environmental Law, the Airport's Stormwater Discharge Permit and the Airport's SWPPP. The Airline shall not allow or cause the entry of any Unauthorized Non-Stormwater Discharge that is under its control into the Stormwater drainage system of the Airport or into the Stormwater drainage system of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of the County for that purpose, and the Airline complies with recommendations made by the State and/or Federal Environmental Protection Agency and the Airport's Stormwater Discharge Permit requirements.

The Airline shall bear all costs and any other expenses related to the prohibited entry of such oil, fuel or other Hazardous Substances into said drainage systems prohibited by Environmental Law and arising solely from the Airline's use of the premises.

The Airline shall provide all notices required pursuant to the SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986, CALIFORNIA HEALTH AND SAFETY CODE Section 25249, et seq. The Airline shall provide prompt written notice to the County within five (5) days of receipt of all written notices of violation of any Environmental Law received by the Airline.

8.8.2 Environmental Indemnification.

To the fullest extent authorized by law, the Airline shall indemnify, defend, and hold harmless the County, its officers, and employees, from and against any and all Environmental Law claims, (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, (including punitive damages), penalties, fines, costs, liabilities, losses, orders, and lawsuits arising directly or indirectly out of any actions by the Airline, the Airline's operations at the Airport or any action arising from and which involve the Airline's officers, agents, subcontractors, and employees, including the cost of defense arising therefrom, including but not limited to the following:

- (1) The Airline's placing, disposing, allowing or releasing of Hazardous Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to the Airline's release of Hazardous Substances on the Airport since the time the Airline first occupied the Airport.
- (2) The Airline's release of Hazardous Substances upon or within the Airport.
- (3) The Airline's violation of any Environmental Law, except that the Airline's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Agreement, the subject of investigation and remediation by the County or others, or remediation conditions that arise from operations of third parties that are not affiliated with the Airline that take place off of the Airport. For purposes of this Section 8, a party shall be deemed to be affiliated with the Airline if it is an employee, officer, director, agent, subtenant, contractor or subcontractor of the Airline or if it is controlled by or under common control with the Airline.
- (4) The Airline's causing or allowing any discharge into the Airport Drainage System that is prohibited by this Section 8 of this Agreement.

This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by the County in connection with any investigation of site conditions or any cleanup, remedial, removal, disposal, restoration or monitoring work required or performed by any Federal, State or local governmental entity because of any Hazardous Substances being present or suspected to be present in the soil or groundwater under the Airport. However, the Airline's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of the County or agents, servants or independent contractors who are directly responsible to the County.

In the event the indemnitees described in this Agreement above are named as defendants or respondents in any lawsuit or administrative proceeding, the Airline shall, at the request of the County, represent the indemnitees with qualified counsel that the County determines, in its sole and exclusive discretion, is acceptable to the County, unless the County, at its sole and exclusive discretion, undertakes legal representation, in which event the Airline shall reimburse the County for the reasonable costs incurred by it in defending such lawsuit or administrative proceeding, including reasonable attorney's fees, expert and consultant's fees, and investigative and court costs.

In the event that a monetary judgment is awarded against the County and the Airline because of the concurrent negligence of the County and the Airline or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Both the County and the Airline agree that neither party shall request a jury apportionment. Nothing stated in this Agreement and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Agreement.

The rights and obligations set forth in this indemnification shall survive the termination of this Agreement.

8.8.3 Conflict with Environmental Law Provisions.

In the event that any of the terms of these environmental requirements codified in this Section 8 conflict with any other terms of this Agreement, the Environmental requirements contained in this Section 8 shall apply.

8.8.4 CUPA Business Plan, Certification Statement, and Annual Updates.

The Airline shall provide copies of its Certified Unified Program Agency (CUPA) Business Plan, Certification Statement, and all annual updates, if required by law, to the Airport Manager within ten (10) days of any update.

8.8.5 Vacating of Premises.

Prior to vacating the Premises, in addition to all other requirements under this Agreement, the Airline shall remove any Hazardous Substances placed on the Premises during the Term by the Airline, or as a result of the Airline's use or occupancy of the Premises and shall demonstrate such removal to the County's reasonable satisfaction.

8.9 Dedicated Electrical Sub-Meter.

If the Airline desires to have a dedicated electrical sub-meter installed at the Airport for its GSE, it shall obtain prior written permission from the Airport Manager and shall pay all costs associated with such installation.

8.10 Janitorial Services.

The Airline is responsible for cleaning the Exclusive Use Area and retaining appropriate janitorial services to keep the Exclusive Use Area free from litter, debris and refuse. The Airline shall also maintain in a neat, clean and orderly condition the Exclusive Use Area, Common Areas, or other areas affected by the Airline's operation.

8.11 Reservations to County.

8.11.1 County's Right to Grant Easements.

The County reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, storm water sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along any part of the Airport; and to enter the Exclusive Use Area for any and all such purposes. The County also reserves the right to grant franchises, easements, and rights of way and permits in, over, upon, through, across, under and along any and all portions of the Airport. No right reserved by the County in this Section shall be exercised in any way that will interfere unreasonably with the Airline's operations under this Agreement.

- (1) Restoration of Airport Premises. The County agrees that rights granted to third parties by reason of this Section shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. The County further agrees that should the exercise of these rights temporarily interfere with the Airline's use of any or all of

the Exclusive Use Area, the Airline shall only be entitled to a reduction in the rent payable to the County during the period of interference, which shall be reduced in proportion to the interference with the Airline's use of the Exclusive Use Area. The Airline shall not be entitled to any other form of compensation.

- (2) Notice. The County agrees that, except in an emergency, any right set forth in this Section 8.11.1 shall not be exercised unless thirty (30) days prior written notice of is given to the Airline. In an emergency, the County will give such written notice as is possible under the existing circumstances.

8.11.2 Reserved Easements.

There is hereby reserved to the 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 Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on, the Airport.

8.11.3 Development and Maintenance of Landing Area.

The County reserves the right, but shall not be obligated to the Airline, to further develop, improve, maintain and repair the landing area and aprons of the Airport, and all publicly owned facilities of the Airport, as it sees fit, regardless of the desires or view of the Airline. Notwithstanding anything stated to the contrary in this Agreement, in the event any activity undertaken by reason of this subsection materially interferes with the Airline's use of the Exclusive Use Area and such interference continues for five (5) or more days, the rent due pursuant to this Agreement shall be abated to the extent of such interference for such period.

8.11.4 New Development.

The County expressly reserves the right but shall not be obligated to develop a new airport terminal and other airport facilities and to enter into agreements with other commercial airlines or other similar operators.

8.11.5 Agreements with Other Airlines.

The County expressly reserves the right to enter into agreements with other airlines to provide service at the Airport. During the term of this Agreement, the County agrees not to enter into agreements with other airlines containing more favorable terms than this Agreement without additionally offering such terms to the Airline.

8.11.6 Other Rights.

All oil, gas, geothermal and mineral rights are expressly reserved from this Agreement, provided that neither the County nor the County's agent, assignees, licensees or lessees under any oil, gas, geothermal or mineral lease may enter on the Exclusive Use Area, or otherwise interfere with the Airline's use, under any asserted right inferred from this provision.

8.11.7 County's Right to Inspection, Clean and Make Repairs.

The County, acting through its Airport Manager or other duly authorized representative, shall have the right to enter upon the Exclusive Use Area at any and all reasonable times during the normal business day throughout this Agreement term for the purpose of inspecting the same and posting any notices required or permitted under law. Following notice to the Airline and a reasonable opportunity to perform, the County may enter the Exclusive Use Area and any other portion of the Premises that is utilized by the Airline to maintain, clean or perform repairs such Area or portion of the Premises as the County may deem reasonably necessary if the Airline fails to perform such obligations and to recover the actual cost of such maintenance, cleaning or repairs on the next Rent Due Date.

9. AIRPORT-OWNED SUPPORT EQUIPMENT/FACILITIES.

9.1 Mobile Passenger Ramp.

9.1.1 Mobile Passenger Ramp.

The County licenses the Airline to utilize the County's mobile passenger ramp apparatus in conjunction with the Airline's airport operations on a non-exclusive non-preferential basis with other authorized users thereof.

9.1.2 Responsibility for Use and Training.

The County shall provide to all Airline personnel initial and periodic training on the use of the mobile passenger ramp apparatus. When the Airline utilizes the apparatus, the Airline, not the County, shall be responsible for providing the personnel necessary to operate the apparatus. The Airline's personnel shall operate the apparatus in conformance with all verbal and written operating instructions and recommendations promulgated by the manufacturer of the apparatus. The Airline's personnel shall also abide by all rules and regulations promulgated by the County and other local, state and federal agencies having jurisdiction over the Airport, and by all other written and verbal directives of the County employees in their use and operation of the apparatus.

9.1.3 Storage, Maintenance and Repair of Mobile Passenger Ramp.

The County shall be responsible for the storage, maintenance and repair of the apparatus. The Airline shall perform any necessary checks of the apparatus before using it. If the apparatus needs maintenance, the Airline shall notify the Airport Manager or designee in writing of the unit's status. The Airline shall be obligated to reimburse the County for the cost of all repairs necessitated by the Airline's negligent operation of the apparatus, or operation of the apparatus contrary to manufacturer's written instructions and recommendations.

9.2 Ground Power Receptacle.

9.2.1 Ground Power Receptacle.

The County has a fully functioning Ground Power Receptacle installed on the ramp. The County licenses the Airline to utilize such Ground Power Receptacle in conjunction with the Airline's airport operations on a non-exclusive non-preferential basis with other authorized users thereof.

9.2.2 Responsibility for Use and Training.

The County shall provide to all Airline personnel initial and periodic training on the use of the Ground Power Receptacle and associated equipment. When the Airline utilizes the Ground Power Receptacle, the Airline, not the County, shall be responsible for providing the personnel necessary to operate the Ground Power Receptacle. The Airline's personnel shall utilize the Ground Power Receptacle in conformance with all verbal and written operating instructions and recommendations promulgated by the manufacturer or the County. The Airline's personnel shall also abide by all rules and regulations promulgated by the County and other local, state and federal agencies having jurisdiction over the Airport, and by all other written and verbal directives of the County employees in their use and operation of the Ground Power Receptacle.

9.2.3 Maintenance and Repair of Ground Power Receptacle.

The County shall be responsible for the maintenance and repair of the Ground Power Receptacle. The Airline shall perform any necessary checks of the Ground Power Receptacle before using it. If the Ground Power Receptacle needs maintenance or repair, the Airline shall notify the Airport Manager or designee in writing of the receptacle's status. The Airline shall be obligated to reimburse the County for the cost of all repairs necessitated by the Airline's use of the Ground Power Receptacle contrary to manufacturer's or the County's written instructions and recommendations.

10. USE OF LOGOS

10.1 Airport Logo.

The Airport's logo, including the character Snoopy, shall not be used for any purpose without the express, prior written consent of Peanuts Worldwide LLC and the County.

10.2 Airline Logo.

The Airline's logo shall not be used for any purpose without the express, prior written consent of the Airline.

11. IMPROVEMENTS PROPOSED BY THE AIRLINE

11.1 Prior Approval Required.

Prior to performing any work on or making any improvement to Premises, the Airline shall obtain all necessary permits, comply with all applicable environmental review or compliance requirements related to the proposed improvement, and prepare and file any necessary environmental documents. The Airline shall keep on file with the County copies of permits, environmental documents, and any other documents related to the Airline's improvements that are required by any governmental body.

11.1.1 Advance Written Approval.

The Airline shall submit four (4) complete sets of all improvement plans to the Airport Manager for advance written approval. The Airline shall not change the plans without the Airport Manager's advance written approval.

11.1.2 Permits.

The Airline shall obtain all permits required by law prior to performing work for which permits are required, and shall file copies of permits with the Airport.

11.1.3 Notice of Intent to Construct.

The Airline shall provide ten (10) days advance written notice of its intent to construct improvements. This notice shall specify the location of all improvements. The Airport Manager may waive the ten (10) day notice requirement of this subparagraph.

11.1.4 Build to Plans.

The Airline shall build all improvements in accordance with the plans submitted to the Airport Manager for approval and as approved by the permitting agency.

11.1.5 Signs.

The Airline shall obtain the Airport Manager's prior written approval of the number, type, size, design and location of signs, logos, and any other promotional materials. Signs identifying and/or advertising the business of the Airline shall be substantially uniform in size, type and location with those of other Air Carriers.

11.2 Americans with Disabilities Act; Air Carrier Access Act.

- (1) The Airline shall be solely and fully responsible for ensuring that the Airline's operations, wherever the operations may occur at the Airport, and any improvements made by the Airline pursuant to Section 11, shall comply with the ADA and the ACAA. The Airline shall develop a work plan to correct or avoid any violations or non-compliance with the ADA or the ACAA. The Airline shall deliver to the County, upon the County's request, a copy of each such report and work plan. The County's approval of or acceptance of any aspect of the Airline's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. The Airline agrees to indemnify, defend, and hold the County harmless from any and all costs incurred by the County with respect to the Airline's failure to comply with the ADA or the ACAA for the Airline's operations or any improvements made by the Airline at the Airport.
- (2) The County shall comply with the ADA and the ACAA as may be applicable to any facilities constructed by the County and any improvements made by the County at the Airport.

12. MAINTENANCE, ALTERATIONS.

12.1 As-Is Condition.

The Airline hereby acknowledges that, except as may be expressly set forth elsewhere in this Agreement, neither the County nor anyone acting for or on behalf of the County, has made any representation, warranty or promise to the Airline concerning the physical aspects or condition of any portion or part of the Exclusive Use Area, Joint Use Areas, Common Areas, or Premises or improvements, the feasibility, desirability or convertibility of the Exclusive Use Area into any particular use, the fixtures, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement the Airline has not relied on any representation, statement or warranty of the County, or anyone acting for or on behalf of the County, and that all matters concerning the Exclusive Use Area and Joint Use Areas shall be independently verified by the Airline, and that the Airline shall lease the Exclusive Use Area on the Airline's own examination thereof, AND THAT THE AIRLINE IS LEASING THE EXCLUSIVE USE AREA IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. The Airline does hereby waive, with respect to conditions existing as of the date of this Agreement, and the County does hereby disclaim all warranties of any type or kind of description, with respect to conditions existing as of the date of this Agreement, including, without limitation, but only those with respect to conditions existing as of the date of this Agreement, those of fitness for particular purpose, tenantability, habitability and use. Except as set forth in this Agreement, the Airline hereby expressly assumes the risk that adverse physical conditions existing as of the date of this Agreement and the full extent thereof, may not be revealed by the Airline's inspections, reviews and studies of the Exclusive Use Area. It is an expressly bargained-for agreement herein that the Airline shall be responsible, at the Airline's sole cost and expense, for causing the improvements constructed by the Airline on the Exclusive Use Area to comply in all respects with all applicable federal, state or local laws, rules, ordinances, policies and guidelines, whether presently existing or enacted in the future.

12.2 Airline's Duty to Maintain Exclusive Use Area.

Throughout the term, the Airline shall, at the Airline's sole cost and expense, maintain the Exclusive Use Area and all improvements, fixtures, and trade fixtures in good condition and repair, and in accordance with (a) all applicable federal, state and local laws, rules, ordinances, orders, regulations and other requirements, and (b) the requirements of all applicable insurance policies. The Airline's maintenance and repair obligations shall be absolute and total, except for any maintenance or repair work caused by or arising from the negligence or willful misconduct of the County, its agents, employees, or representatives, and that the County shall have no obligation or responsibility for such work, and that this provision has been specifically negotiated by the Parties and the rent payable by the Airline reflects this negotiation. Any Casualty Loss (as defined in subsection 12.3.2 below) to any part or portion of the Exclusive Use Area caused by the willful or negligent act or omission of the Airline or the Airline's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, shall be promptly repaired by the Airline at the Airline's sole cost and expense, to the satisfaction of the County. The County may (but shall not be obligated to) make any repairs that are not made by the Airline within a reasonable amount of time (except in the case of emergency when such repairs can be made immediately), and charge the Airline for the actual reasonable cost of such

repairs as additional rent. The Airline shall be solely responsible for the design and function of all improvements constructed on the Exclusive Use Area by the Airline. Unless otherwise set forth in this Agreement, and excluding any improvement made by the Airline, as defined in Section 11 of this Agreement, the County shall be responsible for maintaining central heat and air conditioning systems, the roof, and for maintaining the structural portions of the Terminal Area, Exclusive Use Area, and the Common Areas.

12.3 Damage and Destruction.

It is the intent of the Parties that the Airline shall be responsible for the repair and restoration of the Exclusive Use Area to its condition as of the Commencement Date of this Agreement, and any part thereof, in the event of any Casualty Loss, regardless of when it occurs during Agreement term. No damages, compensation or claim shall be payable by the County for any inconvenience, any interruption or cessation of the Airline's business, or any annoyance, arising from any damage to or any destruction of all or any portion of the Exclusive Use Area, except and excluding any damage or any destruction caused by the negligence or willful misconduct of the County, its officers, agents, employees or representatives. The Airline shall not receive any abatement in or reduction of rent as a result of any damage or destruction to the Exclusive Use Area or any loss of use of the Exclusive Use Area (or any part thereof) as a result thereof; provided, however, the Airline shall be entitled to a proportional abatement and reduction in rent during the entire period of any loss of use and/or enjoyment of the Exclusive Use Area caused by the negligence or willful misconduct of the County, its officers, agents, employees, or representatives.

12.3.1 Damage During Term.

The Airline shall promptly and diligently repair, restore and replace at its sole cost and expense any part of the Exclusive Use Area affected as required to maintain or comply with the terms of this Agreement, or to remedy any Casualty Loss to all or any part of the improvements (in no event shall such work be commenced later than one hundred eighty (180) days following such Casualty Loss). In the event of any Casualty Loss rendering either reasonable access to or use of the Exclusive Use Area commercially impracticable for two hundred seventy (270) days or more (based upon a certificate of an architect chosen and paid by the Airline and reasonably acceptable to the County), the Airline may elect, in its sole discretion, either (a) not to repair or restore the Exclusive Use Area after such Casualty Loss, and instead the Airline may by notice to the County elect to demolish and rebuild the damaged or destroyed Exclusive Use Area, or (b) to demolish the improvements constructed by the Airline and restore the Exclusive Use Area to its original condition, wear and tear excepted, on the Commencement Date and terminate this Agreement. The Airline shall make such election by providing the County written notice within sixty (60) days of the County accepting the certificate of the Airline's architect. In the event the Airline elects to demolish the improvements constructed by the Airline and restore the Exclusive Use Area to its original condition this Agreement shall be deemed terminated one hundred eighty (180) days following the Airline's election. Demolition shall be done in accordance with industry standards. The completed work of maintenance, compliance, repair, restoration or replacement shall be at least equal in cost to the original cost of the improvements, except as expressly provided to the contrary in this Agreement. The County shall not be required to furnish any services or facilities, or to make any repairs or alterations of any kind in or on the Exclusive Use Area. In the event that the Airline does not commence such repair or restoration

within one hundred eighty (180) days of the Casualty Loss, the County may (but shall not be obligated to) undertake at the Airline's sole cost and expense (which shall be payable as additional rent) such repairs or restoration. The County's election to perform any obligation of the Airline under this provision on the Airline's failure or refusal to do so shall not constitute a waiver of any right or remedy for the Airline's default, and the Airline shall promptly reimburse, defend, and indemnify the County against all liability, loss, costs and expense (including attorneys' fees) arising from it. Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Agreement to alter, modify, demolish, remove or replace any improvement, or as limiting provisions relating to condemnation or as otherwise set forth in this Agreement. Except where expressly provided otherwise in this Agreement, no deprivation, impairment or limitation of use resulting from any event or work contemplated by this Section 11.3 shall entitle the Airline to any offset, abatement, or reduction in rent nor to any extension of the term.

12.3.2 Definition of Casualty Loss.

For purposes of this Agreement the term "Casualty Loss" shall mean any casualty, injury, damage, or destruction to the Exclusive Use Area or any part thereof.

12.4 Casualty Loss – Minimum Standards.

In the event a Casualty Loss renders the Exclusive Use Area out of compliance with Airport's Minimum Standards in effect at the time the Casualty Loss occurs, the Airport Manager may grant a temporary waiver of Minimum Standards or applicable requirements of this Agreement, but the Airport Manager shall not be obligated to grant a temporary waiver.

13. OWNERSHIP OF IMPROVEMENTS

13.1 During Term.

All improvements constructed on the Exclusive Use Area by the Airline as permitted by this Agreement shall be owned by the Airline until expiration of the term and all extensions thereof. The Airline shall not, however, remove any improvements from the Exclusive Use Area during the term or any extension thereof, except as otherwise provided in this Agreement, unless immediately replaced with a substitute improvement of equal or greater value on a depreciated basis, nor waste or destroy any improvements on the Exclusive Use Area except as permitted by this Agreement.

13.2 Improvements - Treatment at End of Agreement.

All improvements made by or for the Airline, whether temporary or permanent in character shall automatically at the end of the term, whether by expiration or earlier termination of this Agreement, become the County's property, and shall be surrendered to the County in good condition upon expiration of the term or termination of this Agreement without compensation to the Airline and without further instrument of transfer; provided, however, that the County, by notice to the Airline (in the manner provided in this Section), may specify all or any of the improvements and the Airline shall, at the Airline's sole expense remove from the Exclusive Use Area such improvements (or that portion of the improvements required by the County to be removed by the Airline) and repair all damage to the Exclusive Use Area caused by such

removal. The County shall provide the Airline with ninety (90) days written notice of any improvements requiring removals and all such improvements shall be removed within thirty (30) days of receipt of such notice. The Airline shall comply with the notice before the expiration date for normal termination, provided the County provided such notice at least ninety (90) days prior to the normal termination, and within ninety (90) days after receiving the notice in all other circumstances.

13.3 Trade Fixtures and Personal Property - Treatment at End of Agreement.

On expiration or termination of Agreement, the Airline shall, without expense to the County, remove or cause to be removed on or before the expiration or termination of Agreement term any trade fixtures, items of furniture, equipment, freestanding cabinetry work, and other items of personal property. The Airline shall, at the Airline's sole expense, repair all damage or injury that may occur to the Exclusive Use Area caused by the Airline's removal of those items and shall restore the Exclusive Use Area to its original condition giving consideration to normal wear and tear of the Exclusive Use Area.

14. INSURANCE

14.1 Airline's Duty to Maintain Insurance.

With respect to operations under this Agreement, the Airline shall maintain insurance as described in [Exhibit "L"](#), which is attached hereto and incorporated into this Agreement by this reference.

14.2 County's Insurance - Cancellation of Insurance; Increase in Insurance Rates.

The Airline shall not knowingly and intentionally do, bring, or keep anything that will cause a cancellation of any insurance covering the Airline's activities hereunder. If the rate of any insurance carried by the County specifically related to the Airline's operations under this agreement is increased as a result of the Airline's use, other than and except as authorized, permitted and/or contemplated by this Agreement, the Airline shall pay to the County within thirty (30) days before the date the County is obligated to pay a premium on the insurance or within thirty (30) days after the County delivers to the Airline a certified statement from the County's insurance carrier stating that the rate increase was caused by an activity of the Airline, except as authorized, permitted, and/or contemplated by this Agreement, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

15. INDEMNITY, EXCULPATION

15.1 Indemnity.

The Airline shall indemnify, hold harmless and defend the County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, reasonable attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including the Airline, arising out of or in connection with any of the following circumstances:

- (1) Offering, Providing, or Conducting Commercial Air Service by Airline.

- (2) Use of Exclusive Use Area, Joint Use Areas, Common Areas, and Premises by the Airline or any authorized employee, agent, contractor, representative, subtenant, licensee or invitee, including any use of the Exclusive Use Area, Joint Use Areas, Common Areas, and Premises in manners not allowed under this Agreement.
- (3) Use of the Airport outside of the Exclusive Use Area, Common Areas, and Premises by the Airline or any authorized employee, agent, contractor, affiliate or representative, invitee, subtenant, licensee, patron or contractor, and the agent, employee, invitee, subtenant, licensee, patron or contractor of any subtenant, provided such party whose act or omission caused such action, claim, damage disability or expense to arise was acting in the course of his/her duties or under the direct control of the Airline (or subtenant, as the case may be), including any use of the Airport in manners not allowed under this Agreement.
- (4) Any breach by the Airline of the terms, covenants or conditions contained in this Agreement.
- (5) Any other activities of the Airline, its agents, employees, assigns, contractors, subcontractors, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the Airline or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

15.2 Exculpation of the County.

Except as otherwise provided in this Agreement, the County, its officers, agents, and employees, shall not be liable to the Airline for any loss or damage to the Airline or the Airline's property from any cause. The Airline expressly waives all claims against the County, its officers, agents, and employees, for injury or damage to person or property arising for any reason, unless such injury or damage is caused by or due to the breach of the terms, covenants or conditions or this Agreement or the negligence or willful misconduct of the County, its authorized employees, agents, contractors or representatives.

16. ASSIGNMENT AND SUBLEASING

The Airline shall not assign or transfer this Agreement or any interest in this Agreement, and shall not sublet all or any portion of the Exclusive Use Area, Joint Use Areas, Common Areas, or Premises without the prior written consent of the County, and this Agreement or any interest in this Agreement shall not be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the prior written consent of the County, which consent shall not be unreasonably withheld.

17. PUBLIC RECORDS

The Airline understands that written information submitted to and/or obtained by the County from the Airline related to this Agreement, either pursuant to this Agreement or otherwise, may be open to inspection by the public pursuant to the California Public Records Act (Government Code sections 6250, et seq.) as now in force or hereafter amended, or any act in substitution thereof. The County will make reasonable efforts, within the limits of applicable law, to protect such information as may be deemed proprietary in nature and exempted from release to members of the public.

18. NOTICES

18.1 Notices; Method of Delivery.

All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- (1) When personally delivered to the recipient, notice is effective on delivery.
- (2) When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective on delivery.
- (3) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (4) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

18.2 Refused, Unclaimed, or Undeliverable Notices.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

18.3 Addresses.

Addresses for purposes of giving notice are set forth below. Either Party may change its address or fax number by giving the other Party written notice of the change.

County: Airport Manager
Charles M. Schulz – Sonoma County Airport
2290 Airport Boulevard
Santa Rosa, CA 95403

Airline: ExpressJet Airlines LLC
Attention: Lisa Walker

– Director – Properties, Facilities and AO
1745 Phoenix Boulevard
College Park, GA 30349

19. MEDIATION

19.1 Mediation of Disputes.

The Parties agree to use good faith efforts to attempt to resolve any dispute arising out of or related to this Agreement through mediation. Any decision of the mediator shall be non-binding, and for purposes of this Agreement, the Parties shall mediate until the mediator determines that there is an impasse in order to fulfill their obligations under this Section.

19.2 Qualifications of Mediator.

The mediator shall be experienced in mediating airport and airline operational issues and shall be mutually agreed upon by both parties.

19.3 Venue.

Hearings shall be held in Santa Rosa, California or another venue determined by mutual agreement of the Parties.

19.4 Demand and Limitation on Claims.

Any demand for mediation must be made in writing to the other Party. No demand for mediation may be made after the date on which the institution of civil legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

19.5 Costs and Fees of Mediator.

Costs and fees of the mediator shall be borne equally by the Parties.

20. MISCELLANEOUS PROVISIONS

20.1 Joint and Several Obligations.

If the Airline consists of more than one person or entity, the obligation of all such persons is joint and several.

20.2 Captions.

The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

20.3 Gender.

The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the masculine and neuter, and each includes corporation, partnership or other legal entity when the context so requires.

20.4 Singular and Plural.

The singular number includes the plural wherever the context so requires.

20.5 Exhibits, Addenda.

All exhibits and addenda to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided that they have been signed or initialed by the Parties. Reference to the "Agreement" includes matters incorporated by reference.

20.6 Merger.

This Agreement is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by either Party. Each Party has relied on its own examination of this Agreement, the counsel of its own advisors, and the warranties, representations, and covenants in the Agreement itself. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement. The failure or refusal of either Party to inspect the Exclusive Use Area before commencing its operation on the Premises, to read Agreement or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

20.7 Successors.

Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective Parties.

20.8 Applicable Law and Forum.

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

20.9 Covenants and Conditions.

All provisions of this Agreement, whether covenants or conditions on the part of the Airline, shall be deemed to be both covenants and conditions and such covenants shall survive termination.

20.10 Time of Essence.

Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

20.11 No Discrimination.

The Airline shall comply with all applicable federal, state laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition and handicap.

20.12 AIDS Discrimination.

The Airline has reviewed the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment and services because of AIDS or HIV infection. The Airline agrees to comply with such provisions during the term of this Agreement.

20.13 No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

20.14 Construction of Agreement; Severability.

To the extent allowed by law, the terms, covenants, conditions, provisions and agreements in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. The County and the Airline covenant and agree that in the event any term, covenant, condition, provision or agreement in this Agreement is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or agreement shall in no way affect any other term covenant, condition provision or agreement in this Agreement.

20.15 Relationship.

The Parties by entering this Agreement do not intend to create a partnership, joint venture, or joint enterprise.

20.16 Waiver of Jury Trial.

The Airline and the County hereby waive any right to a trial by jury in any litigation arising under this Agreement.

20.17 Standards of Consent.

Unless a different standard is expressly set forth in this Agreement, any time the County's consent is required, the County shall not unreasonably withhold such consent.

20.18 Good Faith.

The County and the Airline shall at all times act in good faith in connection with the exercise and discharge of their respective rights and obligations under this Agreement.

20.19 Recording.

This Agreement shall not be recorded. However, either Party may record a memorandum of this Agreement, provided both Parties consent to the form thereof, with consent shall not be unreasonably withheld, conditioned or delayed and filing and like charges shall be paid by the requesting Party.

20.20 Counterparts.

This Agreement may be executed in more than one counterpart, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument. This Agreement may also be executed by delivery by fax to the Parties set forth above of an executed counterpart original of this Agreement. The Parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed this Agreement as of the Effective Date.

AIRLINE: ExpressJet Airlines LLC

A Delaware Corporation

By: _____

Name: -John Greenlee

Title: -CFO, SVP Plng. & Ops Control

By: _____

Name: _____

Title: _____

County: THE COUNTY OF SONOMA, a
political subdivision of the State of
California

By: _____

Name: Supervisor Gore, Chair

Title: Board of Supervisors

ATTEST:

County Clerk and ex officio

Clerk of the Board of Supervisors

CERTIFICATES OF INSURANCE ON
FILE WITH DEPARTMENT:

Jon G. Stout, A.A.E., C.A.E., Airport Manager

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Johannes J. Hoevertsz
Director of Transportation and Public Works

APPROVED AS TO FORM FOR
AIRLINE:

Counsel for Airline

APPROVED AS TO FORM FOR
COUNTY:

Deputy County Counsel

EXHIBIT A – AIR TRANSPORTATION ELEMENT (ATE)

Sonoma County General Plan 2020

AIR TRANSPORTATION ELEMENT

**Sonoma County Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403**

**Adopted by Resolution No. 08-0808
of the Sonoma County Board of Supervisors
September 23, 2008**

Amended by Resolution No. 12-0035 on January 24, 2012

AIR TRANSPORTATION ELEMENT

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AIR TRANSPORTATION ELEMENT

1. INTRODUCTION

1.1 PURPOSE AND AUTHORITY

The purpose of the Air Transportation Element of the Sonoma County General Plan is to establish policies that will guide future growth and development of aviation activity and airport facilities in the County through the year 2020 in a manner consistent with the goals and policies established in other elements of the General Plan.

State of California law requires that acquisition or disposal of real property and capital improvements such as construction projects be consistent with and conform to the adopted General Plan. The Air Transportation Element will serve to establish direction and standards for judging consistency of proposed actions involving airports with the General Plan, including the Airport Master Plans. The Air Transportation Element also includes an implementation program.

Inclusion of the Air Transportation Element in the General Plan is optional as defined by Section 65303 of the Government Code. Air transportation has many community benefits such as reducing ground transportation congestion, providing locations for emergency aircraft operations, and promoting the local economy and tourism. The Element has the same legal status as mandatory elements of the plan, including requirements for internal plan consistency and consistency of public and private development projects.

1.2 RELATIONSHIP TO OTHER ELEMENTS

California Government Code Section 65300.5 requires that the elements of a General Plan comprise an integrated, internally consistent, compatible statement of policies for the adopting agency. The Air Transportation Element's policies complement policies expressed in other elements and comply with the requirement for internal consistency in the following manner:

1. The economic and demographic projections and assumptions used in other elements, notably the Land Use, Circulation and Transit, and Noise Elements, are used in the Air Transportation Element.
2. The policies expressed herein are designed to complement and reinforce the policies stated in other elements of the General Plan, in particular those in the Land Use, Circulation and Transit and Noise Elements.
3. The goals and objectives reflect the goals and objectives expressed in other elements of the General Plan.

4. The Air Transportation Element addresses projected future noise levels at the various public use airports in the County, with special emphasis placed on the County owned Charles M. Schulz - Sonoma County Airport. Information about noise levels is also contained in the Noise Element so that all noise sources are evaluated within a single context.

1.3 ORGANIZATION

This element is organized into five major sections:

Background

A section that includes information on past air transportation activity in the County, airport activities, the existing airport system and service levels, and a description of the roles and the level of authority of the many jurisdictions involved in aviation.

Air Transportation Demand and the County Airport System

This section includes the projected air transportation demand for Sonoma County. It is based on demographic and economic forecasts in the adopted Charles M. Schulz – Sonoma County Airport Master Plan (AMP), 2012, and the Sonoma County Comprehensive Airport Land Use Plan (CALUP), January 2001 and the Land Use and other elements. A future County airport system (including additional facilities) that can serve some or all of the air travel demand is also identified.

Compatibility with the Community

Community compatibility, an important issue addressed by this element, is specifically defined so airport related activities will be appropriately controlled.

Air Transportation Policies

This section expresses air transportation policies that are detailed enough to allow judgments to be made on airport related actions of the County of Sonoma and its various agencies.

Implementing Programs

This section identifies the specific legislative and administrative actions necessary to effectuate policies and attain conformity of regulations with the plan.

2. BACKGROUND

2.1 HISTORICAL OVERVIEW

Aviation activity of varying types, privately owned aircraft, commercial aircraft and air carrier service, has occurred in Sonoma County for approximately 80 years. Since 1965, the number of annual aircraft operations at various airports throughout the County has ranged from a low of about 120,000 operations to a high of approximately 460,000 operations in the early 1980's, to the current level of approximately 230,000 annual operations (see Table AT-1). As can be seen in Figure AT-1, the maximum peak historical aircraft activity level of approximately 170,000 operations (commercial and non-commercial) at the Charles M. Schulz - Sonoma County Airport occurred in 1990. The number of based aircraft at the six public use County airports is approximately 800.



Commercial air carrier service has varied since loss of scheduled service by a local carrier in the 1970s, and again in 2002. Service resumed in 2007 at the Charles M. Schulz – Sonoma County Airport and the peak of service occurred in 2008, with approximately 205,000 total annual air passengers (Figure AT-2).

Figure AT-2 indicates the fluctuations that have occurred in air passenger activity at the Charles M. Schulz - Sonoma County Airport.

2.2 EXISTING AIRPORTS AND SERVICE LEVELS

There were six airports in Sonoma County open for public use as of 2011 (See Figure AT-3). Two were privately owned (Sonoma Skypark and Sonoma Valley), three were owned by cities (Cloverdale, Healdsburg and Petaluma airports) and one was owned by the County of Sonoma (Charles M. Schulz - Sonoma County Airport). These airports all have general aviation activity consisting of single engine and twin engine piston powered aircraft. Twin engine turboprop and jet powered aircraft utilize the Charles M.



Schulz - Sonoma County Airport and, to a lesser extent, the Petaluma Airport. Charles M. Schulz - Sonoma County Airport is the only point for commercial airline service. In addition, this airport is a fire base for Cal Fire which uses aerial tankers and helicopters in forest fire

suppression operations and a maintenance base for Redwood Empire Air Care Helicopter (REACH). The current activity levels at the six airports are shown in Table AT-1. A general description of the facilities available at public use airports in the County is noted in Table AT-2.

Table AT- 1 Aviation Activity Levels at Sonoma County Public Use Airports

	General Aviation		Commercial Air Carrier	
	Based Aircraft	Annual Operations	Annual Operations	Total Annual Passengers
Cloverdale ¹	19	10,900	0	0
Healdsburg ²	46	31,400	0	0
Petaluma ³	208	53,200	0	0
Sonoma County	356 ⁴	99,965 ⁴	4,380 ⁵	185,318 ⁵
Sonoma Skypark ⁶	62	15,000	0	0
Sonoma Valley ⁷	123 ²	16,000	0	0
Total	772	226,465	4,380	185,318

Sources:

- (1) FAA Master Record (Airport Data Form 5010) May 8, 2009
- (2) FAA Master Record (Airport Data Form 5010) May 31, 2010
- (3) FAA Master Record (Airport Data Form 5010) November 30, 2009
- (4) Sonoma County Airport Airport Master Plan, 2012, Table 2-12, Consolidated Summary of Airport Master Plan Forecasts.
- (5) Sonoma County Airport Master Plan, 2012, Table 2-2, 2010 Baseline Conditions
- (6) FAA Master Record (Airport Data Form 5010) August 31, 2010
- (7) FAA Master Record (Airport Data Form 5010) September 28, 2010

Table AT- 2 Existing (2011) Facilities at Public Use Airports in Sonoma County

			Runways				Services		
Airport	Owner-ship	Acres	No.	Paved	Lighted	Length	Fuel	Repair	Instrument Procedure
Cloverdale	Public	58	1	Yes	Yes	3,155	Yes	Yes	No
Healdsburg	Public	50	1	Yes	Yes	2,707	Yes	Yes	No
Petaluma	Public	220	1	Yes	Yes	3,600	Yes	Yes	Yes
Sonoma County	Public	1,048	2	Yes	No Yes	5,002 5,115	Yes	Yes	Yes
Sonoma Skypark	Private	30	1	Yes	No	2,480	Yes	Yes	No
Sonoma Valley	Private	79	2	Yes/ Yes	No No	2,700 1,500	Yes	Yes	No
Source: (1) Sonoma County Comprehensive Airport Land Use Plan, 1/01 (2) FAA Form 5010-1 (3) Airport Master Record									

2.3 INSTITUTIONAL ROLES

The public and private sectors both play significant roles in air transportation. Authority and responsibilities are shared by a number of public agencies and the resulting relationships are important to the implementation of County policies.

County of Sonoma

County jurisdiction affects aviation in two principal areas, as airport owner and as public agency with zoning authority over private lands adjacent to the airports. As airport owner, the County can develop the Charles M. Schulz - Sonoma County Airport, maintain and operate it and establish operational rules and regulations. Local airport proprietors are limited by provisions of Federal and State laws. Under Federal law an airport proprietor may not interfere with interstate commerce or discriminate among airport users. In addition, the California Public Utilities Code expresses requirements for airport permits, noise regulations and funding grants. An airport owner is also subject to Federal requirements for airport security, crash/fire/rescue, facility maintenance and funding grant conditions.

In its land use role the County is responsible, under the California Public Utilities Code, to act in accordance with recommendations of the County Airport Land Use Commission (ALUC) or the County may overrule their recommendation by a two-thirds vote of the Board of Supervisors if findings are made that the proposed action is consistent with the purposes of Article 3.5 of the State Aeronautics Act.

Airport Land Use Commission

Sections 21670-21678 of the California Public Utilities Code require formation, under certain conditions, of an ALUC and an environs plan to achieve compatible land uses in the areas adjacent to airports within an ALUC's jurisdiction. The Sonoma County ALUC has adopted an Airport Land Use Policy Plan, entitled the "Sonoma County Comprehensive Airport Land Use Plan" (CALUP) that defines compatible land uses as they relate to noise, airspace and safety, using aviation activity levels forecasted for the Year 2010.

Each local agency whose general plan includes areas covered by the ALUC plan must submit those plans to the Commission for its review. The Commission must make a determination of consistency or inconsistency with the CALUP. The Commission's determination may be overruled by a two-thirds vote of the governing body of a city or county. In addition, the following actions must be reviewed by the Commission:

- (1) Amendment to a General Plan or Specific Plan
- (2) Adoption or approval of a Development Code
- (3) Adoption or approval of a building regulation

Proposed changes to an Airport Master Plan must also be submitted to the ALUC for a determination of consistency with the CALUP.

Airport Owners

A city airport owner has the same responsibilities as a county airport owner. In some cases, control of the land uses adjacent to a city owned airport is within the jurisdiction of the County of Sonoma. Privately owned airports are affected by State and Federal regulations to a lesser extent, but they are still required to provide for safe operations. Private airport owners are dependent upon city and county land use actions to protect their compatibility with the community.

Private Sector

Aircraft operated in Sonoma County are, for the most part, privately owned and operated. General aviation and air carrier owners may operate their aircraft at their discretion, but are subject to the Federal Aviation Regulations (FAR's) governing aircraft operations and local airport rules and regulations.

Regional Agencies

The Metropolitan Transportation Commission (MTC) is a regional agency established under State law and charged with the tasks of creating a regional transportation plan and allocating Federal and State funds in accordance with the plan. All aviation funds from State and Federal sources that go to cities and counties must be approved by MTC. MTC prepares aviation forecasts, conducts special planning studies and collects data on airports in the San Francisco Bay Region. The Association of Bay Area Governments (ABAG), in cooperation with MTC, collects demographic and land use planning data and forecasts.

State of California

As previously noted, the State has jurisdiction in areas specified in the Public Utilities Code as noted below:

- (1) Airport Permit: An airport permit, issued by Caltrans' Division of Aeronautics, is required at all airports open for public use. Specified safety conditions must be met.
- (2) Noise Regulations: Noise regulations require that any airport deemed to have a "noise problem" must develop a noise mitigation plan. None of the airports in Sonoma County have been identified as having a noise problem.
- (3) Conditions of Grants: Specific conditions may be imposed if an airport receives grant-in-aid funds under the State program.

Federal Aviation Administration (FAA)

Federal government preemptions cover aircraft in flight, aircraft engaged in interstate and foreign commerce and discrimination among airport users. Because Charles M. Schulz - Sonoma County Airport has air carrier service, Federal Aviation Regulations (FAR) provisions dealing with airport layout, security and crash-fire-rescue apply. Special conditions that were

part of the original quit claim deed which transferred the Airport from the Federal government to the County are a part of each grant-in-aid program accepted by the County.

3. AIR TRANSPORTATION DEMAND AND THE COUNTY AIRPORT SYSTEM

3.1 PROJECTED DEMAND FOR AIR TRANSPORTATION SERVICE

The demand projections used in this element reflect recent trends in the aviation industry as well as forecasted economic and population growth. With respect to general aviation, it is estimated that Airport facilities can be improved so the projected demand can be served.

With respect to commercial air carrier services, demand for only a part of the commercial air carrier passenger travel to and from Sonoma County is projected to be served by regional and mainline air carrier services at the Charles M. Schulz - Sonoma County Airport. The remaining air passengers are expected to use ground transportation to access other airports in the region, principally San Francisco International Airport (SFO) and, to a lesser extent, Oakland International Airport (OAK), Sacramento International Airport (SMF) and San Jose International Airport (SJC).

General Aviation Activity

General Aviation activity forecasts indicate that by the year 2020, there will be approximately 960 based aircraft and approximately 328,000 General Aviation annual operations at the various public use airports in Sonoma County (See Table AT-3).

Scheduled Air Carrier Services

For the purposes of this element, scheduled air carrier services are those that engage in regularly scheduled commercial air carrier passenger service, and are broken down into two types of carriers, which are:

Regional Carriers: Regional carriers engage in regularly scheduled air carrier passenger service between mainly small and medium sized communities and the nation's large airports, using turbo-prop aircraft with seating between 10 to 78 seats and small jets with 99 or fewer seats. Commuter carriers engaging in regularly scheduled air carrier passenger service to the public are treated as regional carriers for purposes of applying the scheduled air carrier service departure allocations established in the ATE.

Mainline Carriers: Mainline carriers engage in regularly scheduled air carrier passenger service using jet aircraft with approximately 100 to 150 seats.

These factors result in a projection that scheduled airline service levels of 459,259 total annual passengers (about 1,260 per day) would occur by the year 2020 at the Charles M. Schulz - Sonoma County Airport .¹

¹ This compares with a projection of 599,479 total annual passengers (about 1,640 per day) by 2030 (Source: Sonoma County Airport Master Plan, Table 2-12).

3.2 COUNTY AIRPORT SYSTEM

In the year 2020, the County airport system will be comprised of publicly and privately owned airports open to public use. Private airport facilities that serve specific aircraft owners or special uses, such as ultralight and light sport aircraft, will continue to function.

Table AT- 3 Projected Aviation Activity Levels at Sonoma County Public Use Airports by the General Plan ATE 2020 and the Comprehensive Airport Land Use Plan 2010

Airport	ATE 2020 Based Aircraft¹	CALUP 2010 Annual Operations²	ATE 2020 Annual Operations
Cloverdale	50 ¹	27,000	27,000 ²
Healdsburg	100 ¹	50,000	50,000 ²
Petaluma	250 ¹	95,000	95,000 ²
Sonoma Skypark	75	16,000	16,000 ²
Sonoma Valley	100 ¹	17,000	17,000 ²
Charles M. Schulz - Sonoma County	387 ³	225,000 (consisting of ~209,800 General Aviation, ~15,200 commercial air carrier operations)	154,406 ³ (consisting of 3,925 Mainline Air Carrier, 2,920 Regional Air Carrier, and 147,561 all other operations ³)
Subtotal Commercial Aviation	NA	15,200	6,845 ³
Subtotal General Aviation	NA	414,800	328,261
Total	962	430,000	335,106
Source: (1) Source: Walter Gillfillan and Associates (2) Sonoma County Comprehensive Airport Land Use Plan, 1/01 (3) Charles M. Schulz - Sonoma County Airport (Sonoma County Airport Master Plan Table 2-12 Consolidated Summary of Airport Master Plan Forecasts 2005-2030). AMP Table 2-12 forecasts 418 based aircraft, and 173,785 total operations in the Year 2030.			

Likely Service Levels

The forecasted demand for general aviation in the County is contemplated to be accommodated through the year 2020 at the six public use airports as shown in Table AT-3.

Facility Requirements

Airport improvements at the four non County owned airports needed to accommodate future aircraft activity will be modest and consist mostly of aircraft parking and storage. Individual airport master plans will denote specific requirements.

Facility requirements at Charles M. Schulz - Sonoma County Airport will be more comprehensive and are detailed and updated as needed in the Airport Master Plan adopted in January 2012. Planned facility requirements include two runways (one to be extended to approximately 6,000 feet), a larger terminal building and parking lot, and improved taxiways, relocated air traffic control tower, expanded commercial cargo freight facilities, and new aircraft rescue and firefighting facilities.

4. COMPATIBILITY WITH THE COMMUNITY

Airports provide county residents with the benefits of air transportation. At the same time, it is important that aircraft operations be compatible with adjacent community areas. Noise, safe airspace and safety to those on the ground are issues of particular interest and importance. The issue of noise is a major concern for residents near airports, particularly where large aircraft are operating.

4.1 PROJECTED NOISE EXPOSURE

Most of the aircraft noise in Sonoma County is generated by general aviation aircraft. Noise contours at each airport are established by large numbers of relatively quiet single engine aircraft. Some jet aircraft generate a high single event noise, but jet operations are infrequent so they do not significantly contribute to the annualized cumulative noise impact measured on the CNEL index. The future noise exposure map for the Charles M. Schulz - Sonoma County Airport is shown in Figure AT-9. This diagram represents the projected noise exposure based upon the 2012 adopted AMP projections of 154,406 operations per year for the year 2020.²

The Sonoma County ALUC has established a noise/land use compatibility matrix which identifies the acceptable range of noise levels for various types of land uses. Generally, under ALUC policies, new residential land uses are acceptable if exterior noise levels are at or below 55 dB CNEL (this is at least 10 dB more restrictive than California's Airport Noise Regulations) and between 55 and 65 dB CNEL are considered "conditionally" acceptable. The lower limit is based on the quiet rural environment found in Sonoma County. The projected future contours for the airports in the County are taken from the ALUC's CALUP and are shown in Figures AT-4

² The adopted September 2012 AMP projection (Tables 2-12) for the year 2030 is 173,785 operations per year.

through AT-9 and are based upon projected operations that are typically less than full operational levels accommodated in the Air Transportation Element.

The ALUC has also established noise level reductions for residential land uses to ensure that homes built near airports in areas with “conditionally” acceptable exterior noise levels are adequately designed to protect interior spaces from high noise levels. The limits were established to prevent speech interference during the day and sleep interference at night.

Development of airport noise policy by the County has included consideration of Federal preemptions including the Federal Aviation Regulations (FAR’s), the Airline Deregulation Act, the Airport Noise and Capacity Act of 1990 (ANCA), prohibitions against interference with interstate commerce, and prohibitions against discriminating among Airport users, and any provisions that were established before the 1990 ANCA which can be retained.

4.2 AIRSPACE

Criteria used by the FAA to determine which structures are or could be a hazard to air navigation, due to penetrations of protected airspace around public use airports, are contained in FAR, Part 77 and FAA Order 8260.3B – United States Standard for Terminal Instrument Procedures (TERPS). These standards have been adopted by the Sonoma County ALUC to prevent obstructions of protected airspace. Currently there are no obstructions that restricted the use of any of the airports in Sonoma County.

4.3 SAFETY ON THE GROUND

The FAA provides for runway protection zones off of the ends of each runway to protect aircraft in flight and people on the ground from aircraft accidents. Runway protection zones are identified by the FAA as the highest risk areas. For five of the general aviation airports in the County, the trapezoidal runway protection zone extends outward 1,200 feet from the end of the runway. At the Charles M. Schulz - Sonoma County Airport, one of the runways has protection zones which extend 1,700 feet and 2,500 feet out from the end of the runway because of the Instrument Landing System (ILS). For facilities like Charles M. Schulz - Sonoma County Airport, the FAA will fund property acquisitions in an area up to 5,000 feet to achieve overall compatibility with the community.

In Sonoma County, the ALUC has increased the safety provisions by setting building coverage and height restrictions, land use and residential density restrictions, and requirements limiting the intensity of building occupancy in runway approach areas.

5. AIR TRANSPORTATION POLICIES OF THE COUNTY OF SONOMA

Sonoma County's air transportation policies are designed to support existing air transportation services and provide for a level of growth commensurate with projected population and economic change in the County and its nine cities. There is a specific concern for compatibility of airports with adjacent community areas and for the safety of air travelers and people and property on the ground. Compatible aircraft operations is another major issue addressed by these policies.



The Charles M. Schulz - Sonoma County Airport has an annual service volume (calculation of an airfield's capacity) of 230,000 operations (Source: Sonoma County Airport Master Plan, Chapter 2, Airfield Capacity Section). This number is not anticipated to change with planned runway and other improvements in the Airport Master Plan. This number is based upon calculations derived using FAA's "Airport Capacity and Delay Model" and FAA Advisory Circular 150/5060-5 "Airport Capacity and Delay". These calculations take into account various physical and operational factors such as airfield layout, meteorological conditions, and fleet mix.

5.1 LAND USE COMPATIBILITY IN THE VICINITY OF AIRPORTS

A key issue in the provision of existing and future air transportation services is the maintenance of compatible land uses adjacent to existing airports in the County.

GOAL AT-1: **Assure that land use types and densities in areas adjacent to public use airports are compatible with airport activity so existing and future capabilities of the airports can be preserved.**

Objective AT-1.1: Land use plans, regulations and other actions adhere, to the extent reasonable or practicable, to the land use compatibility criteria of the Sonoma County Airport Land Use Commission, unless it is determined that an override is appropriate.

Objective AT-1.2: The ALUC's airport noise land use compatibility policies and criteria should be the principal determinant of the compatibility and acceptability of proposed land use projects with respect to the activities, noise, and other impacts of a nearby airport, but that any special circumstances also be taken into account in making such determinations.

Objective AT-1.3: The maximum noise exposure that shall be considered acceptable is the 55 dB CNEL, and conditionally acceptable between the 55 and 65 dB

CNEL for development of new residential uses in areas surrounding a public-use airport as shown in Figures AT-4 through AT-9.*

The following policies shall be used to achieve these objectives:

Policy AT-1a: Proposed development within a noise environment in excess of 55 dBA CNEL, shall comply with the Sonoma County Comprehensive Airport Land Use Plan. For all public use airports, the CALUP forecast of future noise exposures shown in Figures AT-4 through AT-9 shall be used for this purpose.*

Policy AT-1b: No object, tree, or structure shall be permitted to be erected or maintained which, because of height or other factors, would result in an increase in the minimum ceiling or visibility criteria for an existing or proposed instrument approach procedure.

Policy AT-1c: An object, tree or structure which would penetrate a horizontal or conical surface as defined by the ALUC, and would be 35 feet or less in height above the ground (i.e. is within the height limits prescribed for most Sonoma County zoning districts) shall be considered conditionally acceptable even if it exceeds the prescribed height limit. Appropriate marking and lighting may be conditions for acceptability.

Policy AT-1d: Prepare or revise any applicable Specific Plans in a manner which will conform to the ALUC's CALUP, except where the Board of Supervisors determines that special circumstances justify overruling the Commission and finds that the proposed action is consistent with the purposes expressed in Section 21670 of the Public Utilities Code (State Aeronautics Act).

Policy AT-1e: Refer proposed projects which include requests for General or Specific Plan amendment, changes to the Development Code, and changes to local building regulations to the ALUC for determination of consistency with the CALUP prior to review by the appropriate County decision making body.

Policy AT-1f: Use the Airport Property Map contained in the Sonoma County Airport Master Plan and Airport Layout Plan and any future amendments thereof, for identification of parcels planned for acquisition to protect approach zones at the Charles M. Schulz - Sonoma County Airport. Figure AT-10 shows parcels to be acquired for Airport approach protection. The appropriate method of protection shall be consistent with the level of protection needed based upon the impact of future operations and regulations associated with the Airport's annual service volume of 230,000 operations as reported in the Airport Master Plan.

Policy AT-1g: When allowed by law, aviation easements may be required on publicly owned airports as a condition of approval of discretionary planning permits for parcels within an ALUC referral area. Aviation easements may not be required for privately owned public use airports.

Policy AT-1h: The County of Sonoma may acquire any interest in real property in order to protect the approach zones at the Charles M. Schulz - Sonoma County Airport in any manner allowed by law, including eminent domain, as authorized by the Board of Supervisors.

Policy AT-1i: Prior to initiation of commuter service to Petaluma Airport, a detailed noise study shall be conducted.

Policy AT-1j: Consider the adoption of an "Airport Protection Combining District" for incorporation into the Development Code and applying to lands within the CALUP Referral Area Boundaries as shown on Figures AT-4, AT-5, AT-6, AT-7, AT-8, and AT-9. The purpose of this district is to provide an additional means to inform property owners of and apply the requirements of the ALUC's CALUP to land uses surrounding the public use airports in Sonoma County.

5.2 PROTECTION OF THE AIRSPACE

Safety of aircraft in flight is a major concern and control of tall structures, trees and buildings is a means of protecting aircraft operations as well as people and property on the ground.

GOAL AT-2: **Provide appropriate conditions which will permit the safe passage of aircraft operating to and from airports in the County.**

Objective AT-2.1: The height and type of structures adjacent to airports should be restricted or marked so they will not constitute hazards to air navigation as per FAR Part 77 and FAA Order 8260.3B – United States Standard for Terminal Instrument Procedures (TERPS).

The following policy shall be used to achieve this objective:

Policy AT-2a: Comply with ALUC policies regarding height, location, marking and lighting of structures, unless it is determined that an override by appropriate government body is appropriate.

5.3 PROTECTION OF ADJACENT COMMUNITY AREAS

Airport activity can, through changes in types of aircraft and/or increased activity, adversely impact surrounding communities. The following directives express policies regarding environmental considerations for Airport operations at the Charles M. Schulz - Sonoma County Airport which are intended to either prevent or otherwise mitigate these adverse effects.



GOAL AT-3: **Maintain compatibility of Airport operations with preservation of environmental quality in areas adjacent to Charles M. Schulz - Sonoma County Airport.**

Objective AT-3.1: Utilize the CALUP noise contours for protection of adjacent community areas.

Objective AT-3.2: Utilize the maximum noise level as defined in the FAR Part 36 Advisory Circular for take off as the metric for single event noise impacts and to limit such events at the Charles M. Schulz - Sonoma County Airport to 83.2 dBA (Lmax) during daytime hours and to 72 dBA (Lmax) during nighttime hours. Exemptions shall be provided for aircraft operating on emergency missions and their departure from the Airport, including their support functions, and for aircraft of the United States Government and its various agencies and for daytime operations by existing aircraft based at Charles M. Schulz - Sonoma County Airport.

Objective AT-3.3: Move toward use of quieter aircraft at Charles M. Schulz - Sonoma County Airport that meet Stage 3 technology according to the most recently published FAR Part 36 Advisory Circular (currently AC 36-3H) take-off chart. To implement this objective, the 83.2 dBA limit established by this element is the noise level established in the FAR Part 36 Advisory Circular for the loudest Stage 3, new technology aircraft.

The following policies shall be used to achieve these objectives:

Policy AT-3a: Regulate operations at the Charles M. Schulz - Sonoma County Airport in conformance with the CALUP noise policies and contours as shown in Figures AT-4 to 9.

Policy AT-3b: Restrict daytime aircraft operations at Charles M. Schulz - Sonoma County Airport by general aviation users and by commercial air carriers to those types of aircraft that have a departure single event noise level of 83.2 dBA (Lmax) or less, as specified in the most recently published FAR Part 36 Advisory Circular (currently AC 36-3H) take-off chart. Nighttime

operations shall be similarly limited to aircraft not exceeding 72 dBA (Lmax) according to the most recently published FAR Part 36 Advisory Circular (currently AC 36-3H) take-off chart. Daytime hours shall be defined at 6:00 a.m. to 10:00 p.m., and night time hours as 10:00 p.m. to 6:00 a.m.

This policy exempts aircraft operating on emergency service missions and their departure from the Airport, including their support functions; for aircraft of the United States government and its various agencies; and for daytime operations performed in conjunction with a County-sanctioned air show event which is open to the public.

Policy AT-3c: Move towards a quieter single event noise standard in the future as the aircraft fleet shifts to newer, quieter aircraft. The Airport Manager shall provide an annual report to the Board of Supervisors on noise complaints received at the Charles M. Schulz - Sonoma County Airport. If the Board determines that a noise problem exists, the County may establish a more sophisticated monitoring system for single noise events which shall be capable of measuring noise produced by any aircraft arriving or departing the Charles M. Schulz -Sonoma County Airport.*

Policy AT-3d: Require that, prior to initiation or expansion at Charles M. Schulz - Sonoma County Airport of any regularly scheduled commercial air carrier passenger service, the applicable air carrier shall enter into an appropriate lease or operating agreement with the County. Such leases or agreements shall conform to all applicable policy directives of the Air Transportation Element, including those pertaining to restrictions on permissible aircraft noise levels. In negotiating leases or agreements, encourage those aircraft types with quieter noise levels be utilized. To the extent allowed by law, require that new leases or other operating agreements with commercial air carriers be limited solely to quieter "Stage 3" aircraft. Prior to its execution, any proposed lease or operating agreement shall be reviewed for consistency with the Air Transportation Element and shall be reviewed pursuant to the California Environmental Quality Act and the implementing ordinance of the County of Sonoma to determine whether the project is exempt from CEQA, is covered by the EIR accompanying this element, or requires the adoption or certification of an additional environmental document.*

Policy AT-3e: Continue to implement a noise complaint and reporting program for the Charles M. Schulz - Sonoma County Airport. The program shall include a 24 hour directory listing and answering machine for receiving complaints. Complaints shall be recorded, investigated, and where possible correlated with aircraft operations. Reports summarizing the findings and any recommendations for improvements of noise policies and/or standards shall continue to be submitted annually to the Board of Supervisors by the Airport Manager.*

Policy AT-3f: Standards for interior noise levels for existing residences shall be established as part of the Approach Protection Plan. The Approach Protection Plan shall identify appropriate mitigations to be undertaken in the event noise standards are exceeded. These mitigations may include purchase assurance, acoustical treatment, and purchase of easements.*

5.4 GENERAL AVIATION

Continuation of existing general aviation³ activity and provision for future growth are an important part of air transportation in the County.

GOAL AT-4: **Encourage the maintenance of an airport system which is capable of accommodating projected growth in aviation demand.**

Objective AT-4.1: Maintain the functions and level of service at Charles M. Schulz - Sonoma County Airport to accommodate the projections of aviation activity shown in Table AT-3.

Objective AT-4.2: Provide adequate runway, taxiway, aircraft parking, aircraft storage and attendant facilities to meet demand projected at Charles M. Schulz - Sonoma County Airport.

Objective AT-4.3: The County may accommodate general aviation activity at private "restricted use" airports when compatible with surrounding land uses.

The following policies shall be used to achieve these objectives:

Policy AT-4a: Revise, update and maintain a current Airport Master Plan for Charles M. Schulz - Sonoma County Airport which conforms to the policy direction established in the Air Transportation Element.*

Policy AT-4b: The Airport Division shall limit proposed projects at the Charles M. Schulz – Sonoma County Airport to those consistent with the policy directives of this element, including construction of permanent facilities and land acquisition.

Policy AT-4c: The Airport Capital Improvement Program and budget for the Charles M. Schulz – Sonoma County Airport shall be prepared and administered in a manner which is consistent with the directives of the Air Transportation Element.

Policy AT-4d: Any airport projects shall be required to be justified based on the need resulting from projected aviation activity or current use levels.

Policy AT-4e: Any dedicated commercial cargo freight service provider at the Charles M. Schulz – Sonoma County Airport initiating or expanding service at the Airport shall be required to enter into a license, lease or operating agreement with the County of Sonoma. Licenses, leases and operation agreements shall implement and be required to conform to the policy directives of the General Plan.

³ General aviation encompasses all facets of aviation except scheduled commercial air carrier and military activity.

5.5 SCHEDULED AIR CARRIER SERVICES

Scheduled air carrier services are defined to consist of two components, regional carriers and mainline carriers. These services are contemplated to be provided exclusively at the Charles M. Schulz - Sonoma County Airport and are forecasted to reach total annual passenger levels of 459,258 by year 2020⁴.



Regional carriers provide Sonoma County passengers with convenient connections to major air carrier service points using turbo-prop and small jets with seating capacities less than 99 seats. This service is an important component in accommodating the future demand for air travel to and from the County, and provides a time saving alternative to utilization of ground transportation along the Highway 101 corridor to access passenger services at other airports in the region. It is anticipated that the majority of scheduled passengers will be carried by regional carriers.

Mainline carriers provide passenger service to one or more of the major air passenger markets using jet aircraft with approximately 100 to 150 seats.

GOAL AT-5: **Encourage establishment and maintenance of regional and mainline carrier services at the Charles M. Schulz - Sonoma County Airport and to provide for the production of adequate Airport facilities to serve passengers in a manner which is safe, efficient, and compatible with the surrounding community.**

Objective AT-5.1: Provide scheduled air carrier services including regional and mainline carriers at the Charles M. Schulz - Sonoma County Airport not to exceed 573,000 annual passengers or 15,200 annual operations by 2020.

Objective AT-5.2: Provide a balance of scheduled air carrier services at the Charles M. Schulz - Sonoma County Airport not to exceed a total of 21 departures per day. Each of the 21 departures shall constitute a departure allocation. The 21 departure allocations shall be distributed between regional and mainline air carriers as follows:

- (1) All 21 departures may be used by regional carriers.
- (2) Mainline carriers may use no more than 7 departures.

⁴ Charles M. Schulz – Sonoma County Airport Master Plan, 2012. Table 2-12. The Forecast also projects 599,478 annual passengers by the year 2030.

- (3) Regional carriers shall not be required to give up a departure allocation that is already in use by or allocated to a regional carrier for use by a mainline carrier.

At no time shall mainline carriers utilize more than 7 of the 21 departure allocations.

Objective AT-5.3: When the above scheduled air carrier services reach 650 enplaned passengers per day averaged over a one year period (474,500 annual passengers), a review by the Board of Supervisors shall occur prior to any increase in annual passenger or operations levels. The review anticipated by this section and by Policy AT-5e is not intended to require an amendment to the Air Transportation Element nor is it intended to require review of this element in its entirety. Rather it is intended to trigger Board consideration of the environmental and health impacts and infrastructure needs of the Charles M. Schulz - Sonoma County Airport as it relates to its immediate environs.

Objective AT-5.4: Plan terminal, access, parking, other passenger service facilities and Airport facilities consistent with the levels of service in Objective AT-5.1.

The following policies shall be used to achieve these objectives:

Policy AT-5a: Revise, update and maintain the Charles M. Schulz Sonoma County Airport Master Plan to accommodate 15,200 annual operations by regional and mainline carriers by 2020. The Master Plan shall provide for scheduled air carrier services not to exceed a total of 21 departures per day with mainline carriers utilizing no more than 7 of the 21 departures.*

Policy AT-5b: Scheduled air carrier services at the Charles M. Schulz - Sonoma County Airport shall not exceed 21 departures per day. Each of the 21 departures shall constitute a departure allocation. The 21 departure allocations shall be distributed between regional carriers and mainline carriers as follows:

- (1) All 21 departure allocations may be used by regional carriers.
- (2) Mainline carriers may use no more than 7 departure allocations.
- (3) Regional carriers shall not be required to give up a departure allocation that is already in use by or allocated to a regional carrier for a mainline carrier.
- (4) At no time shall mainline carriers utilize more than 7 of the 21 departure allocations.*

Policy AT-5c: Runway length at the Charles M. Schulz - Sonoma County Airport for the existing and any new runway which may be constructed shall be limited to no longer than approximately 6,000 feet. Existing runways will not be substantially strengthened except as needed to perform necessary or routine maintenance. Operations by commercial air carriers shall be limited to those aircraft types that may safely and efficiently operate within this facility limitation. *

Policy AT-5d: Any scheduled air carrier initiating or expanding regional or mainline service at the Charles M. Schulz - Sonoma County Airport shall be required to enter into a license, lease, or operating agreement with the County of Sonoma. Licenses, leases and operating agreements shall implement and be required to conform to the policy directives of the General Plan. Licenses, leases and operation agreements shall include provisions for departure allocation reassignment.*

Policy AT-5e: Any proposed improvement projects to accommodate air carrier passenger services shall be consistent with 15,200 annual operations and 573,000 annual passengers.*

Policy AT-5f: A review by the Board of Supervisors shall occur at such a time that the "review threshold" of 650 enplaned air carrier passengers per day averaged over a one year period (474,500 annual passengers) is reached. The review anticipated by this section is not intended to require an amendment to the Air Transportation Element nor is it intended to require review of this element in its entirety; rather it is intended to trigger Board consideration of the environmental and health impacts and infrastructure needs of the Charles M. Schulz - Sonoma County Airport as it relates to its immediate environs.*

5.6 NON-AVIATION AND ACCESSORY USES AT CHARLES M. SCHULZ - SONOMA COUNTY AIRPORT

In addition to the facilities at the Charles M. Schulz - Sonoma County Airport that are required to serve aviation activities directly, the County leases other Airport property for non aviation accessory activities or uses that benefit from an airport location. These leases are an important source of Charles M. Schulz – Sonoma County Airport revenues.

GOAL AT-6: **Utilize Airport properties not needed for aviation activity to enhance Airport revenues and operations and to do so in a manner compatible with adjacent community areas.**

Objective AT-6.1: The lands shown on the Airport Master Plan as non aviation lands may be used in a manner to enhance revenues and the economic viability of the Airport consistent with this Element, the CALUP, the Airport Master Plan, and all State and Federal regulations.

The following policies shall be used to achieve these objectives:

Policy AT-6a: The Airport Division shall revise, update and maintain the Airport Master Plan consistent with FAA requirements and this element to indicate those land areas which may be used for non aviation purposes.

Policy AT-6b: Permissible non aviation and accessory uses on County owned lands include commercial and industrial uses, except that transient lodging and similar uses shall not be allowed.

Policy AT-6c: Lands designated or acquired for approach protection purposes shall not be utilized for commercial or industrial purposes and shall not be extensively developed with structures of any type.

Policy AT-6d: Appropriate uses of lands designated and/or acquired for approach protection include agriculture, outdoor recreation, and similar low intensity uses, including spray irrigation with treated effluent, provided that such uses do not result in a significant increase in bird populations at a level which would give rise to a safety problem.

6. AIR TRANSPORTATION IMPLEMENTATION PROGRAMS

Air Transportation Program 1: Charles M. Schulz - Sonoma County Airport Master Plan

Program Description: The Airport Division will be responsible for updating and maintaining the Charles M. Schulz - Sonoma County Airport Master Plan to be consistent with this element (Policy reference: AT-4a).

Air Transportation Program 2: Approach Protection Plan

Program Description: The Airport Division, within twelve (12) months of the Board approval of the Airport Master Plan, will be responsible for review, revision, and maintenance of an Approach Protection Plan based upon that Master Plan to assure that the policies of the Air Transportation Element are reflected. The impact, approach protection methods and recommendations sections will need to be reviewed for consistency with the Air Transportation Element. The plan shall provide for historical or archaeological assessments and resulting site mitigation where appropriate prior to demolition of any structure or construction of permanent Airport facilities (Policy reference: AT-1f).

Air Transportation Program 3: Amendments to the Airport Land Use Policy Plan

Program Description: The ALUC would be responsible for reviewing its CALUP in light of the Air Transportation Element, Master Plan, and Noise Program. The Planning Agency staff would provide staff support for this effort. Should the number of annual operations at Charles M. Schulz - Sonoma County Airport approach or exceed the projections in the CALUP, the ALUC should be notified that new projections and noise exposure contours may be necessary.

Air Transportation Program 4: Noise Complaint and Reporting Program at Charles M. Schulz - Sonoma County Airport

Program Description: The Airport Division will be responsible for implementing a noise complaint and reporting program that complies with State guidelines, including a 24 hour directory listing and answering machine, recording and investigation of complaints, summary reports, and recommendations to be submitted annually to the Board of Supervisors (Policy reference: AT-3e).

Air Transportation Program 5: Airport Protection Combining District

Program Description: The Permit and Resource Management Department will be responsible for preparing an Airport Protection Combining District for consideration by the Board of Supervisors that would implement the Sonoma County Comprehensive Airport Land Use Plan (CALUP) by identifying lands that are subject to its policies and regulations. The Combining District would encompass the area within the ALUC Primary Referral Area Boundary for the six public use airports, and would provide notification to property owners and developers of possible land use restrictions associated with the CALUP. The work would be done in the short term (Policy reference: AT-1j).

Figure AT-1 Historical Record of Aircraft Operations at the Charles M. Schulz Airport

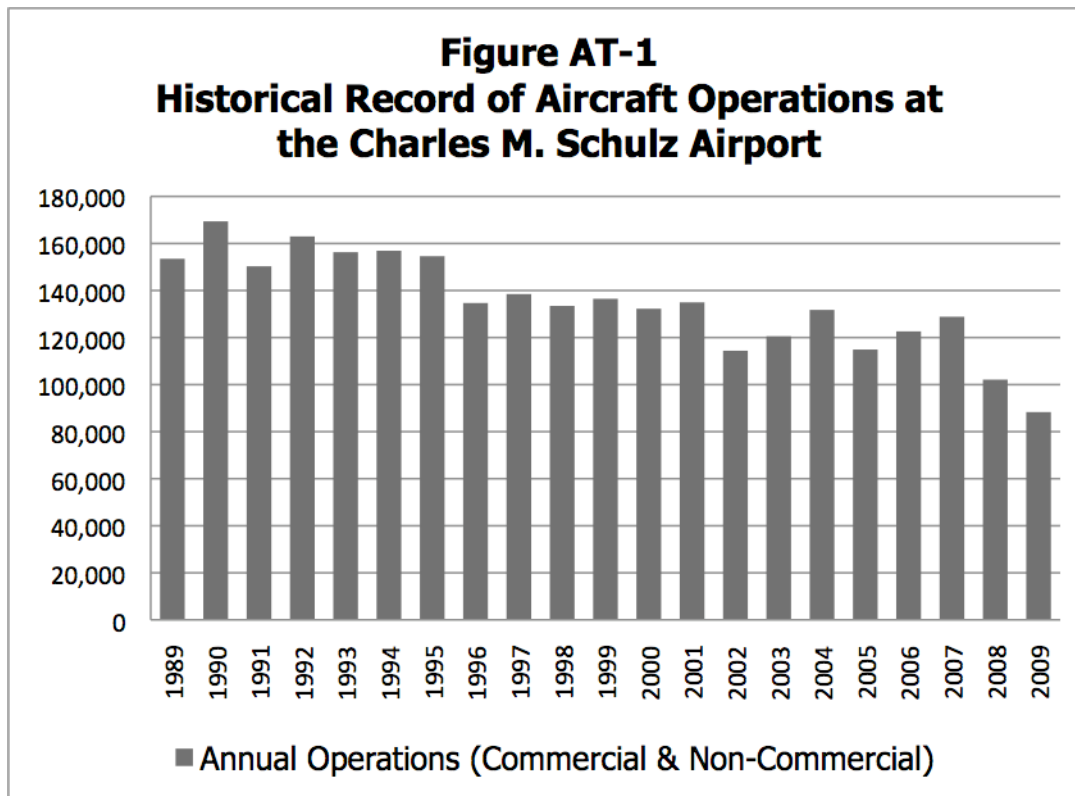


Figure AT- 2 Historical Record of Air Carrier Passenger Activity at the Charles M. Schulz Airport

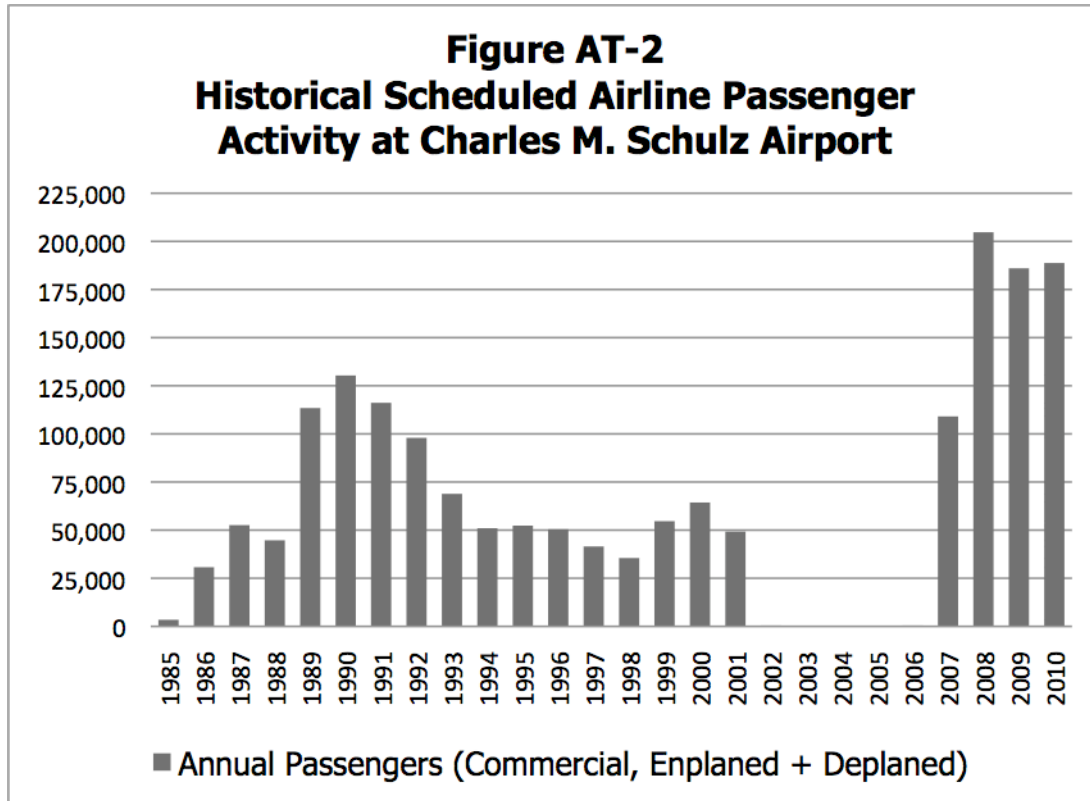


EXHIBIT B EXPRESSJET AIRLINES LLC APPROVED AIRCRAFT

EXHIBIT B

APPROVED AIRCRAFT

Embraer 145 utilizing 50 passenger seat configuration

The Airline may fly all one (1) authorized daily departures using the listed aircraft.

This approved aircraft is authorized to operate 24 hours per day as it meets the County's General Plan Air Transportation noise limitations. The Embraer EMB-145 with the Rolls-Royce AE 3007A1 engines have a take-off dBA level of 68.0 per the Federal Aviation Advisory Circular 36-3H page 41.

EXHIBIT C – AIRPORT LOGO

EXHIBIT C

AIRPORT LOGO

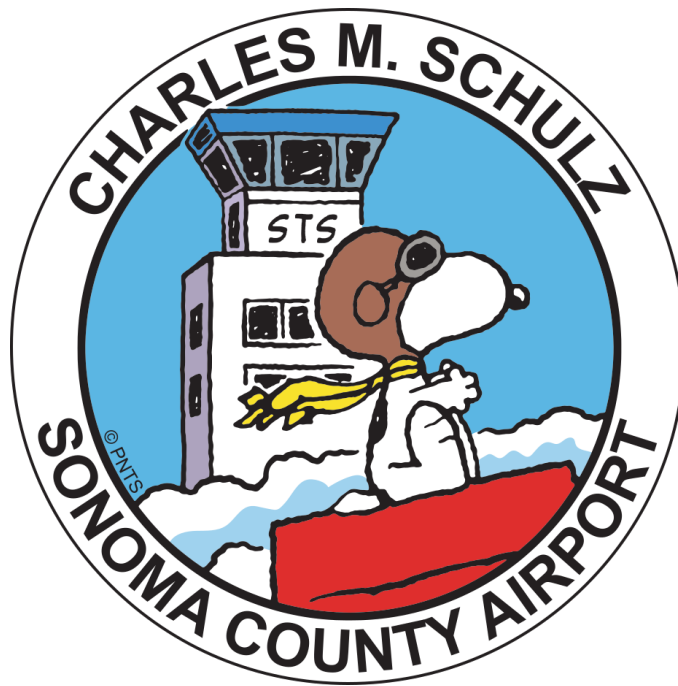


EXHIBIT D – TERMINAL AREA DIAGRAM

Exhibit D – Terminal Area Diagram

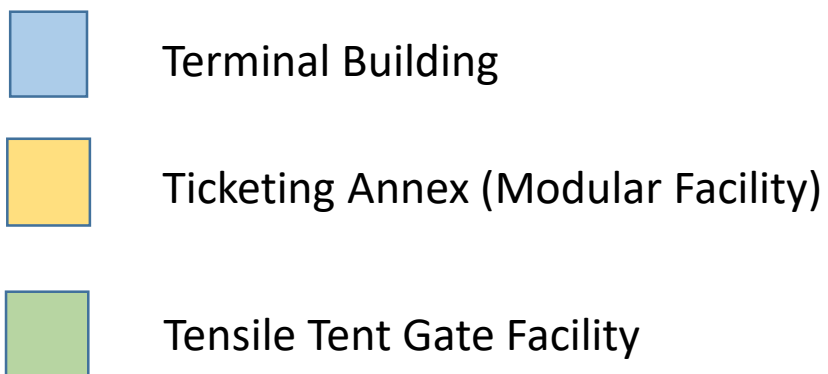
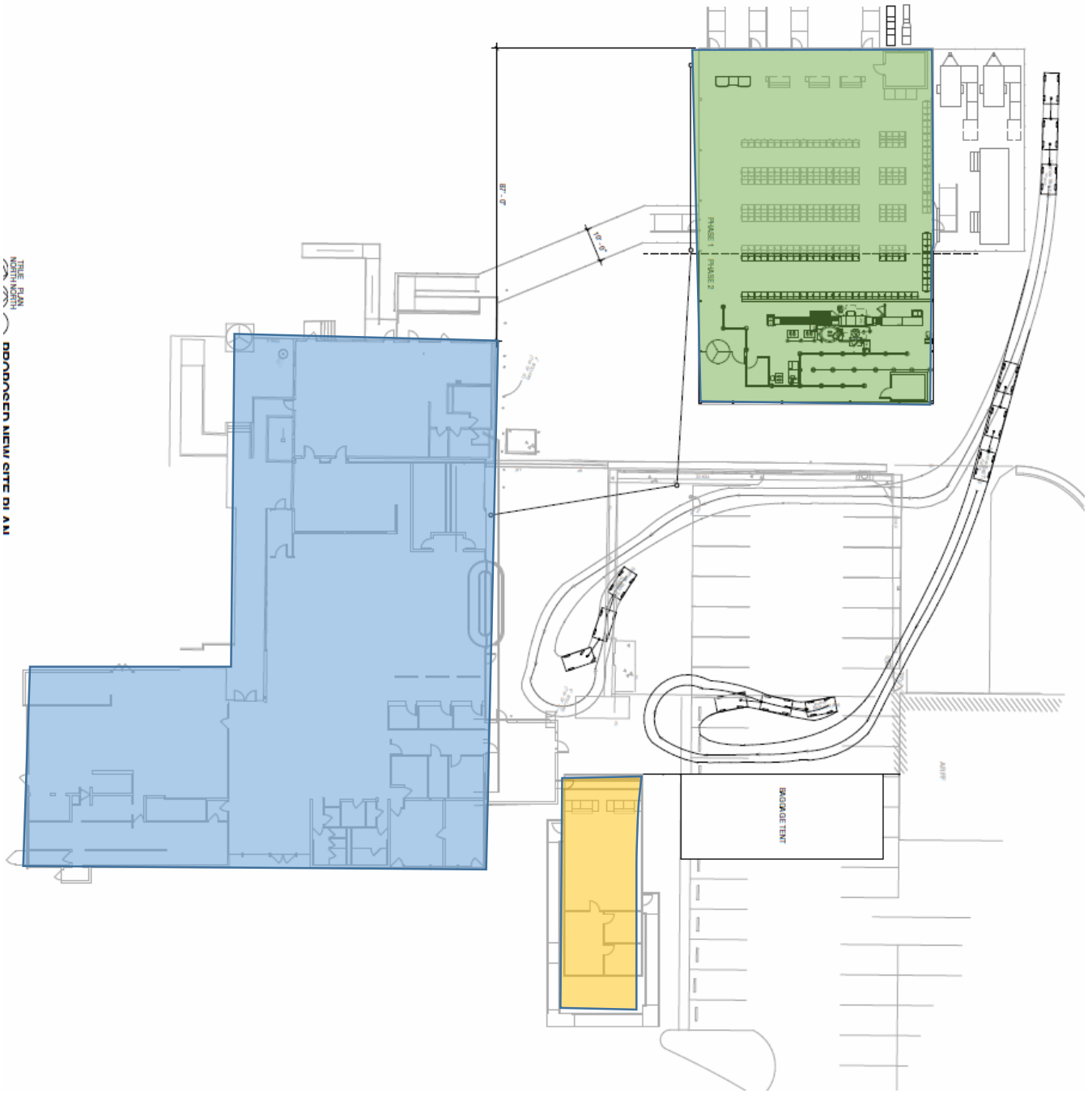


Exhibit D – Terminal Area Detail/Usage Diagram



AIRLINE LEASE SPACE LEGEND:

INTERIOR SPACE - NEW

- ALASKA SECTION
- AMERICAN SECTION
- UNITED SECTION
- AVILO SECTION
- TICKET COUNTER
- TICKET COUNTER
- TICKETING KIOSK
- BOARDING BRIDGE EXPANSION
- STORAGE LOCKERS
- CAR RENTAL
- RENTABLE SPACE

ALASKA SECTION

1. ALASKA (NEW LEASE)

2. ALASKA (NEW LEASE)

3. ALASKA (NEW LEASE)

4. ALASKA (NEW LEASE)

AMERICAN SECTION

1. AMERICAN (NEW LEASE)

2. AMERICAN (NEW LEASE)

3. AMERICAN (NEW LEASE)

4. AMERICAN (NEW LEASE)

UNITED SECTION

1. UNITED (NEW LEASE)

2. UNITED (NEW LEASE)

3. UNITED (NEW LEASE)

4. UNITED (NEW LEASE)

AVILO SECTION

1. AVILO (NEW LEASE)

2. AVILO (NEW LEASE)

3. AVILO (NEW LEASE)

4. AVILO (NEW LEASE)

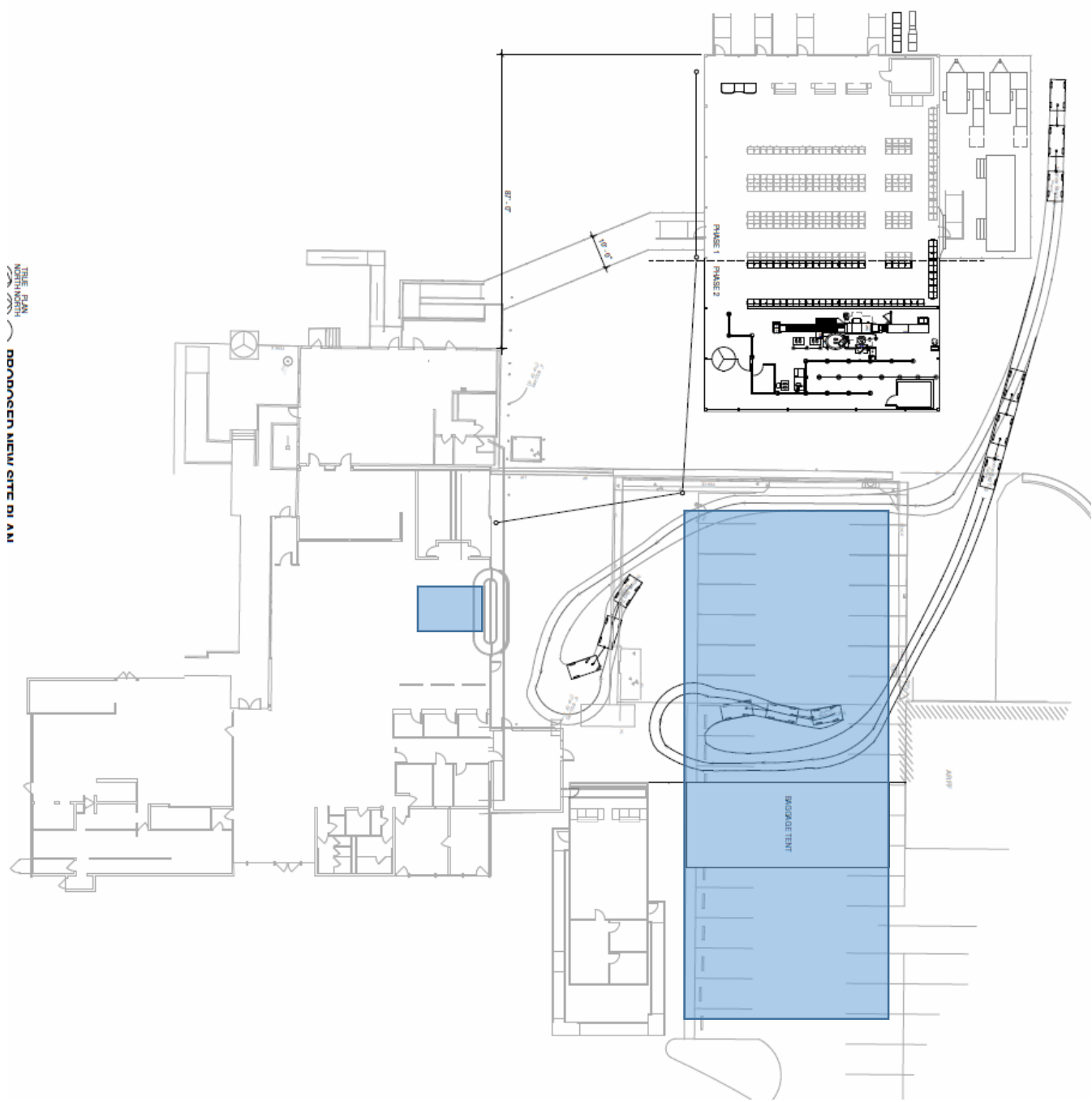
Other Areas:

- TICKET COUNTER
- TICKETING KIOSK
- BOARDING BRIDGE EXPANSION
- STORAGE LOCKERS
- CAR RENTAL
- RENTABLE SPACE

[illegible]

EXHIBIT E – JOINT USE AREA DIAGRAM

Exhibit E – Joint Use Area Diagram
(Terminal and Tensile Tent Gate
Facilities)



Joint Use Spaces

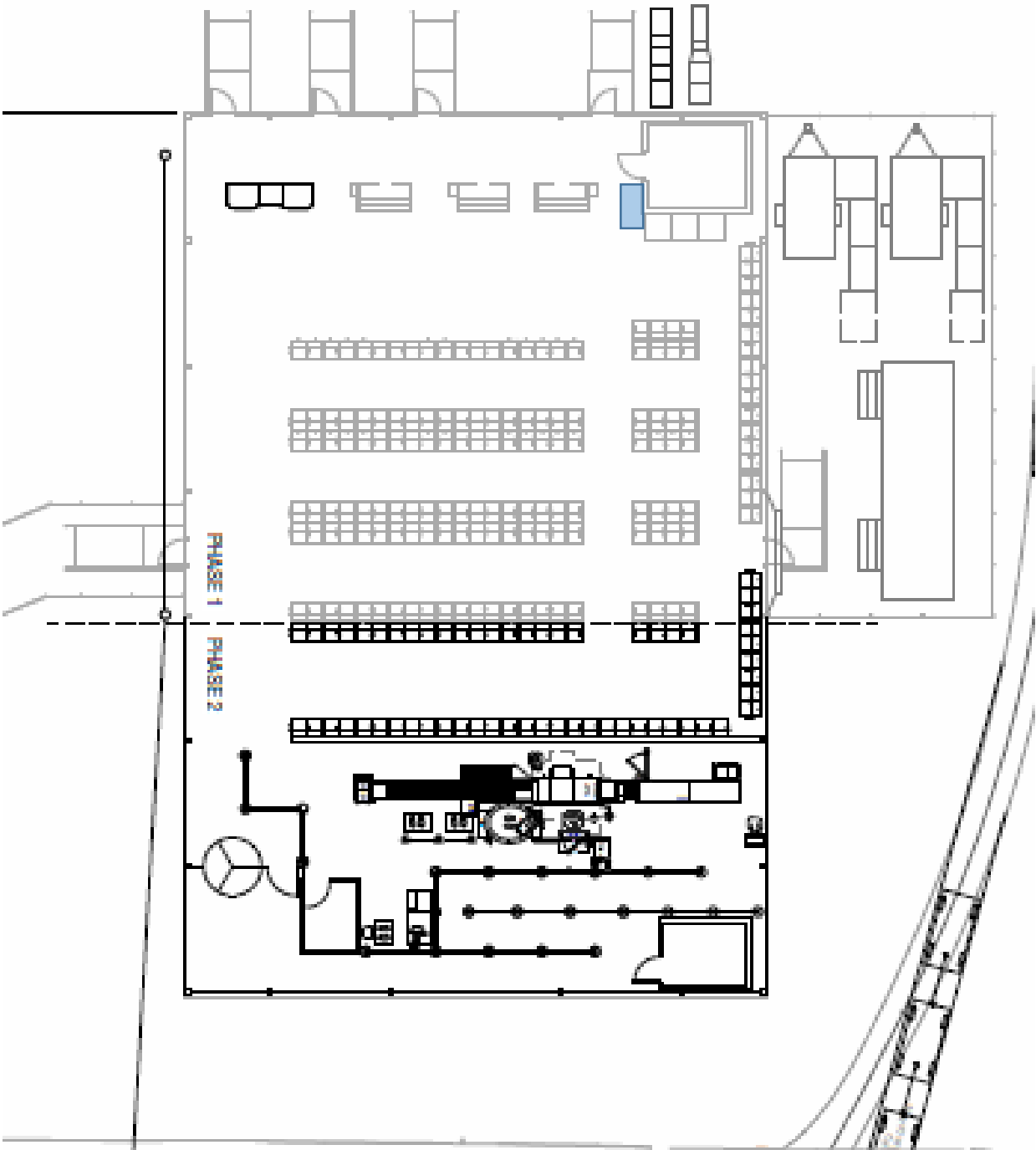
EXHIBIT F – -EXPRESSJET AIRLINES LLC EXCLUSIVE USE AREA DIAGRAM

Exhibit F – Exclusive Use Area Diagram
(Terminal Building)



Exclusive Use Spaces

Exhibit F – Exclusive Use Area Diagram
(Tensile Tent Gate Hold Facility)



Exclusive Use Spaces

EXHIBIT G – EXPRESSJET AIRLINES LLC – RATES AND CHARGES

EXHIBIT G
ExpressJet Airlines LLC Rates and Charges
(Fiscal Years Beginning July 1)

Commencing on the date of this Agreement is approved by County, each month ExpressJet Airlines LLC shall pay to the County:

Monthly Charges in Advance (through June 30, 2022):

1. *Exclusive Use Areas* **\$485.52**
 - i. Airline Ticket Office 114 (77 sq.ft.) 77*3.57= \$274.89
 - ii. Ticket counter #1 (25 sq.ft.) 25*3.57= \$ 89.25
 - iii. Gate 2 mobile counter (9 sq.ft.) 9*3.57= \$ 32.13
 - iv. Support equipment (25 sq.ft.) 25*3.57= \$ 89.25
(server equipment, kiosks)
 - v. Storage shed (on ramp - 0 sq.ft.) 0*1.00= \$0
2. Remain Overnight Charges (if needed)
 - i. Over 90' Aircraft RON 0*350.00 **\$0**
 - ii. Over 90' Aircraft RON nightly rate 0* 70.00 **\$0**
3. GSE Equipment Used – Not currently a charged item.

<i>Type</i>	<i>Quantity</i>	<i>Sq.Ft.</i>	<i>Total</i>
Tugs			
De-ice cart			
Bag loaders			
Lav cart			
Bag cart			
Utility cart			
A/C cart			
Step			
Accessory stair			
APU			
Miscellaneous			
Total			

Total Monthly Advance Charges **\$485.52**

Monthly Charges in Arrears (through June 30, 2022)

1. Landing Fees

E145 (48,501 lbs) *1.32= \$64.02
2. Joint Use Space Charge

Charge per enplaned revenue passenger. \$1.60
Includes holdroom, bag claim, bag screening, ticket
Queuing, airline kiosk areas, aircraft electrical power
On apron and ADA air stair use.

**EXHIBIT H -EXPRESSJET AIRLINES LLC ACKNOWLEDGEMENT OF
COMMENCEMENT**

EXHIBIT H

ACKNOWLEDGEMENT OF COMMENCEMENT DATE

The Parties hereby acknowledge that the Commencement Date of this Agreement shall be February __, 2022.

AIRLINE: ExpressJet Airlines LLC
a Delaware corporation

By: _____
Name: John Greenlee
Title: CFO, SVP Plng & Ops Control

By: _____
Name: _____
Title: _____

COUNTY: THE COUNTY OF SONOMA, a political
subdivision of the State of California

By: _____
Name: Jon Stout, A.A.E., C.A.E.
Title: Airport Manager

EXHIBIT I -EXPRESSJET AIRLINES LLC RENTABLE SPACE

Exhibit I

RENTABLE SPACE

Current and Future Spaces Corresponding to Exhibits D-F
(Square Footage)

	SQUARE			
AIRLINE LEASE SPACE AREA	FOOTAGE	CURRENT USE	PROPOSED USE	Notes
OFFICE 107	266	new	Trinity Technology	
ATO 108	138	ALASKA	ALASKA	
ATO 110	103	ALASKA	ALASKA	
ATO 112	79	new	Avelo	
ATO113	89	new	American	
ATO114	77	new	Express Jet	
ATO 115	77	new	United	
ATO 156	914	new	Training Room	
ATO 157	215	Rental Cars	Future Airline use	
ATO 158	101	Enterprise	Future Airline use	
ATO 159	98	Avis	Future Airline use	
TOTAL	2157			
TSA				
OFFICE 105	300	TRINITY	TRINITY	
OFFICE 106	229	TRINITY	TRINITY	
OFFICE 102	253	new	TRINITY	
TOTAL	782			
MODULAR HOLDROOM EXPANSION				
ROOM 1	580	new	Not yet on plans	Current TSA Checkpoint
ROOM 2	540	new	Not yet on plans	Current TSA Checkpoint
ROOM 3	450	new	Not yet on plans	Current TSA Checkpoint
ROOM 4	250	new	Not yet on plans	Current TSA Checkpoint
TOTAL	1820			
TICKET COUNTER 1	25	new	Express Jet	
TICKET COUNTER 2	25	new		
TICKET COUNTER 3	22	new		
TICKET COUNTER 4	22	new		Under review by Avelo
TICKET COUNTER 5	24	new	Avelo	
TICKET COUNTER 6	24	new	Avelo	
TICKET COUNTER 7	28	new	United	
TICKET COUNTER 8	28	new	United	
TICKET COUNTER 9	28	new	American	
TICKET COUNTER 10	28	new	American	
TICKET COUNTER 11	24	new	Alaska	
TICKET COUNTER 12	24	new	Alaska	
TICKET COUNTER 13	26	new	Alaska	
GATE PODIUM 1	38	new		
GATE PODIUM 2	38	new		

GATE PODIUM 3	38 new	
GATE PODIUM 4	38 new	
GATE PODIUM 5	46	United
GATE PODIUM 6	46	Alaska
GATE PODIUM 7	46	Alaska/Avelo
GATE PODIUM 8	46	American
TOTAL	660	

TICKETING KIOSK 1	9 new	Future locations
TICKETING KIOSK 2	9 new	Future locations
TICKETING KIOSK 3	9 new	Future locations
TICKETING KIOSK 4	9 new	Future locations
TICKETING KIOSK 5	9 new	Future locations
TICKETING KIOSK 6	9 new	Future locations
TICKETING KIOSK 7	9 new	Future locations
TICKETING KIOSK 8	9 new	Future locations
TICKETING KIOSK 9	9 new	Future locations
TICKETING KIOSK 10	9 new	Future locations
TOTAL	90	

AIRPORT OFFICE AREAS

GENERAL OFFICE	418 Training space
PRIVATE OFFICE 1	145 AMERICAN
PRIVATE OFFICE 2	180 TEM
PRIVATE OFFICE 3	114 SP+
TOTAL	857

ARFF AREAS

ALASKA OFFICE/BREAKROOM	224 ALASKA	N/A
ALASKA STOREROOM	143 ALASKA	N/A
UNITED OFFICE	181 UNITED	N/A
LOBBY	N/A	
ELECTRICAL ROOM	N/A	
RESTROOM	N/A	
TOTAL	548	

Current ATO space

Alaska	608
American	353
TEM	
United	386
Total Current ATO space	1348

Total Available ATO Space @ Terminal	2157
Total Available ATO Space inc terminal and airport office	3014
Total Available ATO Space inc terminal, airport office, modular holdroom	4834

EXHIBIT J – FAA GRANT ASSURANCES



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT K – AIRPORT MINIMUM STANDARDS

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8N "2-O-, .&? ,24&4 ,40! A%- , &\$-5!!"! >\$== ' -O2MA%- , &\$-!'4 S,S '# !2!%\$12#2!S!
"2-O-, .&? ,24& 4,4 0 !.\$-!"2-O-, .&\$&' -!&'4 !&'\$3!' \$T 4' #!\$-!\$%- , &# !()9!,4 #!
04#-'! &'! .0M!,4 #!'W0032!'! 0\$4&\$M\$.9 &'! A%- , &\$-9!2400#2!S! &'! 3,M!\$.!
"2-O-, .&%- &3! 4#!,0033\$-23N!
!
cN "2-O-, .&? ,4,S'= ' 4&A%- , &\$-5!!"! >\$== ' -O2MA%- , &\$-!'4 S,S '# !2!&'! (032!33!
\$.! =, 4,S24S!&'! \$%- ,&24390-' 9! 4#! = ,24&4 ,40! \$.!003&= -! \$T 4' #!,2-O-, .&
2400#2!S9(0&4\$&M2& #!&\$9!2-O-, .&3&\$-S' 9!M* % 80*9!M* &O' T 39,4 #\\$.!
,2-O-, .&=,2 4& 4,4 0! 0\$-\$-#2! ,&\$4N
!
7; N "2-O-, .&A%- , &\$-5!G*! \$T 4-'! \$.!,4)!"2-O-, .&\$-!,4)!% -3\$4!T *\$!* ,3!-' 4& #!\$-!
M 3'# !300*! ,4!"2-O-, .&.\$-! &'! %0-%\$3! \$.!\$%- , &\$4!()! *2-3'M!\$-! *2!\$T 4!
!,S'4 &9\$-!,4)!%-3\$ 4!\$%- , &2!S!,4 !"2-O-, .&N
!
!
77N "2-O-, .&/,M 3!A%- , &\$-5!!"! >\$= =- O2MA%- , &\$-!'4 S,S '#! 2!&'! 3,M!\$.!4T !
!,4 #\\$-!03'# !"2-O-, .&&\$!&'! %0(M
!
7: N!! "2-., = ' !,4 #!@\\$ '-% M4&GO*4224 5!!"! %-3\$ 4!T *\$!* \$M3!, 4!,2-O-, .&= 'O* ,4 2!
O-&22&!' 230# !()!&' !"" IT 2*!(\$&'&'! ,2-., =! ,4 #!%\$T '-% M4&-,&2!S3N!
!
7<N "2-%\$-&G*! >*, -N3! ? N/O*0M!-!/\$4\$=, !>\$04&!"2-%\$-&N!
!
7] N "2-%\$-&B,) \$0 &@,M!UB@G*! !"" !,%%\$1'# !%M! \$\$.!, 4!,2-%\$-&3*\$T 2!S!&' !
M\$0 &\$-!W2&25!,4 #!%-\$\$%\$3' #!,2-%\$-&,O2223N!
!
7aN "2-%\$-&? ,4,S'- 5!!G*! =,4 ,S'- !\$.!&'! >*, -M 3! ? N/O*0M!-!/\$4\$= ,! >\$04&!
"2-%\$-&\$-*2!&'! -!#0M!, 0&\$-\$-2!&'! !' %'3' 4&&2! ' N
!
7_N! "2-%\$-&A%- , &\$43!"-' ,5"4)! ,-' ,! T 2*2!&'! "2-%\$-&%-2='&' -!.' 40! &' ,&2!
! 03'# 9\$-!2!&4 #'# !&\$!(' !03'# 9!\$-!&'! M4#2!S9&Z '\$..9\$-!30-,O'! =, 4'0 1'-24S!\$.!
! ,2-O-, .&N!C4, ##2&4!&\$!&'e Airport's runways, taxiways, ramps and aprons, the
! "A"! 2400#3!,4)!%1' #!,-' ,3!\$-!04%1# !,-' ,3!&'&!, -' !03'# !\$-!2!&4 #'# !&\$!(' !
! 03'# !.\$-!&'! 04\$(3&00& #!=\$ 1' = '4 &\$-!%-Z 2!S!\$.!,2-O-, .&N
!
7bN "2-%\$-&@'= 2!35!G*! '4 &'! "2-%\$-&%\$%- & !2400#2!S!,MM%0(M -\$,# T ,)3 9!
0\$== ' -O2M1* 2M *\$M!, -' ,39%-Z 2!S!M&89&- =24,M(02M2!S!00-(32! !,-' ,3!,4 #!
,4)!\$&'! -!,-' ,3!T 2*2!&'!2-%\$-&0\$4&\$M
!
78N "2-%\$-&/' 00-2! @S\$-, =! U'/@V! =', 43!,! 3'00-2! %\$S-, =! ,%\$1' #!()! &' !
G,4 3%-& &\$4!/' 00-2! "# =242&,&24!U/"V!04#-'! 3'O&\$4!7a] :N7;7 !\$.!]c !>IL !
>*, %&-!gC0

"I4 <@+!) *!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
!
!
7cN "M- 4,82!"12,854!!0'M5!" !,%%\$1'# !.0'M\$&'!& ,4!&'! 3&4 #,- #!6'&'!,4 #!
7; ;!T !M #9300*!3!O\$-4Q,3' # !&* ,4 \$M=\$ S,39!&ON
!
:
: N "%%M4 &!"!%-3\$ 4!\$-! 4&T *\$!.M !&'! -'R 02'# !, %M 854!.\$-!, 0&\$-P,&54!
&'! 4S,S'! 2!>\$== '-02M'" \$4,0 &QM'O&M&23!, &8'!"2-%\$-&N
!
:
:7 N Apron (or "Ramp")5!G*!' ,%-4!\$-!-,= %M& &,%-&\$.!&'! "2-%\$-&T *'- !,2-O-, &
,-' !% -Z'# 904M,#' #!\$-!M, #' #9!' .0'M #9\$-!(\$,- #'# N!!
!
:
: N "33\$O&545!!"4 !\$-S, 4P,&54!\$.!%-3\$ 43!\$-!4 &23! *,124S!,! O\$==\$ 4!%0-%\$3' 9
T *'&*'-!.\$-=' #!%0-30, 4&8\$!M !\$-!4\$&N
!
:
:< N "12\$42B! \$-! C&0= '4 & ? ,24&4 , 4O! A%- ,&\$-V5!! " ! >\$== '-02M A%- , &\$-!
'4 S,S' # !2!&'! 2!3&M&549=,2 4&4 , 4O! \$-!,M&, 854!\$.!\$4! \$-!=\$ -' !\$.!&'!
&= 3#'30-4' # !2!@-,&] <9!%4 #2V'!UN'N92-O-, &-, #539'M O&2O,NB)3&= 39\$-!
2!3&0='4&3VN
!
:
:] N >\$== '-02M'O&M&5!"4)!,O&M&O\$4#0O& #!, &8'!"2-%\$-&M&O#2!S!O\$== '-02M
,-' -\$4, 0&QM,O&M&9!.\$-!&'! %0-%\$3'! \$.!\$(&242!S!-' 1'4 0'9!', -42!S39M&O\$='9 !
,4 #\\$-!O\$=%' 43,&54!\$.!,4)!Z2!#9M&O#2!S!&'! 'W&,4 S'! \$.!S\$S#3!\$-!3'-12O3!
.\$-!S\$S#3!\$-!3'-12O3 !Q, -&-V9T *' &'!-\$-!4\$&30O*!\$(Y'O&M&3!,-' !,O&= %M&*# N
!
:
:a N >\$== '-02M'" \$4,0 &QM"O&M&U" 4!,O&M&T *2O*!2!1\$M!39!-,Z '3! %\$33&M&
30%\$-&8\$-!B!-' R02' #!.\$-!&'! \$%- ,&54!\$.!,2-O-, &8\$-!T *2O*!O\$4&2 O&3!&9\$-!B!
-' R02' # !.\$-!&'! 3,.' !O\$4#0O&, 4#10&M&\$.!300*!, 2O-, &8\$%- , &5439,4 #!2!O#3' !
&\$3'!,O&M&23! %\$12# #!()! '2&*'-!, ! 10M/' -12O! 12W'#+,3' #!A%- ,&\$-!\$-!, !
M&2&# !3'-12O! 12W'#+,3' # !A%- , &\$-9!&'! %0-%\$3'! \$.!300*!,O&M&(' 24S!&!
3'00-'! , -42!S39M&O\$='9! O\$=%' 43,&549!\$-!%\$.&M&O#2!S!&'! 'W&,4 S'! \$.!
3'-12O3! .\$.! S\$S#3! \$-! 3'-12O3V9!T *'&*'-! \$-! 4\$& 300*! \$(Y'O&M&U3V ,-' !
,O&=%M&*# N>\$== '-02M,' -\$4,0 &QM,O&M&23!\$&'! -!&,4 !&\$3'!M&# !2!&'3' !
? 2!2= 0=! /&4 #,- #3!-,)! ('!,%%\$1'# !!()! &'! "2-%\$-&? ,4 ,S '-! 2!,O&=#,4 O !
T &/' O&54!N7<!] N!\$&'3' !? 2!2= 0= !/&4 #,-# 3N
!
:
:_ N >\$== '-02M'" \$4,0&Q NA%- , &\$-L!!>\$= ='- O2M'" \$4,0 &QMA%- ,&\$-!B!!
%-3\$ 4!\$-!4 &8!&,&V!O\$4#0O&8\$-!%\$12#3 !\$4! \$-!=\$ -'!,-' -\$4, 0&QM& M&# !
O\$== '-02M,O&M&23!\$-!3'-12O3!,&8'!"2-%\$-&M&V=" &8'!, %M&(M
=242= 0= !3&4#,- #3!\$-!, O*!,O&M&O\$4#0O&# !\$-!3'-12O! %\$12# # 9,4 #!O!
O\$=%M&B!T &8!M&M&M&(M!M 39!! #'-, M&4 #!/ & &!,12, &54!-'S 0M&543! 4#!
"2-%\$-&-0M&!, 4#!-' S0M&543N
!
:
:b N >\$== '-02M! ,4 S,- !F'1 'M\$%- 5!!" !>\$== '-02MA%- , &\$-!&, 'M\$%3!4 #\\$-!
O\$43&O&8*!, 4S,-! 3&O&8-' U3V.\$-!&'! %0-%\$3'! \$.!3'M&S!\$-!3O(M 32!S!* ,4 S,- !

"I4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
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!
!
F HICE GCAE/!
!
!
!
4 #!,33\$O&# #!\$..D !\$-!3*\$%3%O'! &!'4 8823!' 4S,S24S!2!>\$== '-O2M\$-!E \$4Q
>\$== '-O2M"- \$4,08Q MIO&1223N!
!
! :8 N >\$== '-O2MJ,4 S,-! A%' -,&\$-5!!!">\$== '-O2MJ,4 S,-! A%'-, &\$-!B!,! %- 3\$4!\$-!
'4 88! &\$, &\$T 43!\$-!M 3'3!,! *,4 S,-! 3&O880-' UV.\$-!&'! %0-%3'! \$.!M 324S!\$-!
30(M 324S! *,4S,- 3!,4 #!,33\$O&# #!\$..D! ,4 #\\$-! 3*\$%3%O'! &!'%-3 \$43!\$-!
'4 8823!3&\$-24S!&'2-!\$T 4!,2-O-, &,4 #\\$-!' 4S,S24S!2!,4)!""- \$4,08Q M" 881223 9
,3!#'.24' #!24!&'3' !? 242=0 =!/&4 #,-# 3N
!
! :c N ! >\$== '-O2MA%-, &\$-5!!!"%-3\$ 4!\$-!'4 88!' 4S,S24S!2!,4 !,O8124!T *20'!241\$M!39!
=,Z '3 !%\$332N!\$-!B!' R02'#! .\$.!&'! \$% -,&24!\$.!"2-O-, &\$-!T *20'!O\$4&2 0&3!
&\$9\$-!B!' R02'#!\$.!&'! 13,. 'O\$4#008,4 #!08224!\$.!300*"2-O-, &\$%- ,&\$439&'!
%0-%3'! \$.!300*"O8124! ('24S!&\$!S' 4'-, &,4 #\\$-!3'00-' ', -424S3924O\$='9 !
O\$=%'4 3,&\$439,4 #\\$-!%\$.28T *' &'-\$-!4\$8300'!\$('Y'081'3!,-' !,O O\$= %N3*# N
!
! <; N >\$04&5!>\$04&!\$.!/\$4\$=,9!>,M2\$-42N!!
!
! <7N F'1'M\$%='4&! /&4#,- #35!G*"! T-284 !3&4#,- #3!,# \$%&# !()! &'! >\$04&! &\$!
%\$=\$ &! O\$43284 83&! %M 424S9!-O* 28080-,M#32S49!4 #!120,M,%%, -,4 O!\$.!
(02M24S3!,4#!,O2223!O\$43&O88# !\$4!&'!"2-%\$-8N
!
! <: N H4885! "4)! .2=9! % -&4-3 *28! O\$-%\$, &\$49 M2&# ! M(288! O\$=%,4)9!
! O\$=%,4)9!,33\$O&249!Y24& 3&O!,33\$O&249 (\$#!) %\$M289!\$-!,4)! \$&'-\$-!
! \$-S,4 2,&24!\$.!%-3\$ 43N
! !!
! <<N !"" 5!G*" !!" #'-, M12, &\$4!"#=242&,&24! ! ! !
!
! <] N 12W'#+,3'! A%' -,&\$-!U+ AV5!!!">\$== '-O2M"- \$4,0 8QMA%-, &\$-!,0 &\$-2P'#!() !
&'! "2-%\$-8&\$!%\$12# !\$4!' \$-!=\$ -' !O\$== '-O2M,' -\$4,0 8QM3'-1203!300'!,3!
.0'M4S9!2-O-, &=,2 4&4,4 O9!2-O-, &3&\$-S '9!S-\$04#!,4#!.M* &243&008&49!4#!
\$&'-\$-! -\$4,0 8QM3'-1203! \$-!%\$#0089&\$!&'! %0(M2.-\$=! ,! M2,&\$4!\$4!&'!
"2-%\$-8&\$, &*,3!(" 4!,%%\$1'# !()!&'!"2-%\$-8? ,4 S'- N!! ! !
! ! ! ! ! ! !
! <aN IM5* & G,2424S5!"4)! 03'! \$.! ,4! "2-O-, & &\$! 240' ,3'! \$-! =,2 4&24! %288 \$-!
! O' T='= ('-! %\$.224 Q)! -,&*-'! &,4 !&'! 03'! \$.! ,4! "2-O-, &,3! &,43\$-&24!
! ('&T " 4!& \$!#2.' -' 4&,2-%\$-8&\$!-\$!&'! -!#3 824, &\$43N!IM5* & G,2424S!3*, MIM3\$!
! 2400# '!,4)! %\$-8&4!\$.!,! .M* &('&T " 4! & \$!, 2-%\$-8&\$!-\$! \$&'! -! #3824,&243!
! ## 2, &# !&\$!240' ,3'! \$-! =,2 4&24!%288\$-!O' T='= ('- !%\$.224 QN
!
! <_N IM5* & G,2424S!A%-, &\$-5!!!">\$== '-O2MA%-, &\$-!%\$12#24S!.M* &243&008&4!&\$!
&'! !S'4 ' -,M%0(M2,4 #\\$-!%\$12#24S!S-\$04#!3O\$ \$N243&008&4!!
!
! <bN IM24S!>M(5!" 4)!\$-S,4 2,&24!%\$12#24S!288='= ('-3!T 28!,2-O-, &,4 #!, 33\$O&2# !
.M* &243&008&4!3\$M)!.\$-!&'2-!%-3 \$4,M03' !,4 #!'4 Y\$= '4 8N!
/\$4\$=, !>\$04&!"2-%\$-88? 242=0=!/&4 #,-# 3!
!!
b!

"I4 <@+!) *+!": @!-+>9>) 4!">:97 K4&B><7!) 88) :) +749;4 <;+ !
!
!
F HICE GCAE/!
!
!

<8N "12,&54!0 'M5! 4)!" " !, 0&\$-P# !,12,&54!0'MN
!
<cN 10 'MJ ,4 #M55!G*!' &,43 %\$-84S9#M1- 24S9!0'M4S!\$-!#-,2424S!\$.!! 0'M\$-!10 'M
!
T ,3&! %\$#008N
!
]; N 10 MW' -120! !+ A5! 4!!+ A!&,&!%\$12#3!,12, &54!0'M,4 #!054#008!,&!M 3&&-" !
\$&' -!, %%\$1' #!, '-\$ 4,0 &QM,O&1223N
!
]7 N X'4 '-', M'12,&545!!"MW 12&54!T &!'WO%&54!\$.!,2-!Q-2' -3!2400#24S!Q-S\$ V
!
,4 #!5\$1'-4 = '4 &N!!
!
]: N B', 3'5!"! T -284 !,S-' '=4 &.\$-!&'! %\$33'33\$4!,4 #!03!'\$.!-' ,M\$-!%-3\$ 4,M
%\$%-&)9!\$-!, 4)!%0-%\$3! 2400#24S!\$.!054#0084S!,' -\$4, 0&QM,O&1223!,&!&'!
"2-%\$-&N!!
!
]< N B', 3'#!@! = B'35L',M!%\$%-&)9!2400#24S!.,O22239!&, &,-' !&'! 30(Y'0&\$.!, !
T -284 !B', 3'!"S-' '= '4 &!
!!
]] N B'33" 5!" 4)!%-3 \$4!\$-!' 4&2!&,&!*\$M3!-' ,M\$-!%-3\$ 4,M%\$%- &!%0-30, 4&8\$, !
B', 3'!"S-' '=4&N!!
!
]a N ? ,3&- !@,M5!G*' !0--' 4&, #\$\$&#!? ,3&- !@,M!.\$-!&'! "2-%\$-802400#24S!&' !
00--' 4&"2-%\$-8B,) \$ 0&@,M!UB@N!!
!
]_ N ? 242= 0=! /& 4#,- #3: The Airport's adopted Minimum Sta4#,- #3!\$-!" '\$- \$ 4,0 &QM
/' -120! @512#-3N!
!
]b N ? 0122M "O&12!A%-, &\$-5!!" !%-3\$ 4!\$-!' 4 &2!&, &2!,0 &\$-P' #!&!' 4S,S'! 24!
=0 122M, '\$- \$ 4,0 &QM,O&1223!, &&' !"2-%\$-&N
!
]8 N E\$ 4Q\$== ' -O2M ,4 S,- !F'1'M\$%- 5!"!%-3\$ 4!\$-!' 4 &2!&, 'M\$%\0543&00&3
,4 #!\$T 43!\$4! \$-!=\$ -' !*,4 S,-! 3&000-' 3!.\$-!&'! %2= ,-) !%0-%\$3! \$.!3&-24S!
"2-O-, &03'#!.\$-!E \$4Q\$== ' -O2M%0-%\$3'3!\$4NN
!
]c N E\$ 4Q\$== ' -O2MA%- ,&\$-5!!" !%-3\$ 4!\$-!' 4&2!&, &'2&*-'!\$T 43!\$-!M,3'3! ,4 #!
\$%-, &3! "2-O-, &.\$-!%-3\$ 4,M\$-!-' O',&54,M%0-%\$3'3N!! C4 &'! Q3! \$.!, !
(032'339!&'! \$%-, &54!\$.!"2-O-, &= 03&('!, 40M)! , O&12!&!30%\$-& &'!
business's purposes by providing transportation for the exclusive use of its
'= %&)" 39!,S' 4 &9!,4 #\\$-! 003&=' -3NE \$4Q\$== ' -O2M A%- ,&\$-3! ,-' ! 4\$&
,0 &\$-P' #!&\$!\$-! '\$-!' 4 S,S'! 24!>\$== ' -O2M '\$- \$ 4,0 &QM'O&1223N
!
a; N! A%-, &2S!"S-' '= ' 4&5!"T -284 !,S-' '=4&!T &!'&' >\$04&!, 0&\$-P24S!, !
!
%-3\$ 4!\$-!' 4 &2!&!\054#0083%022 #!,O&1223!, &&' !"2-%\$-802400#24S!
!
, '\$- \$4, 0&QM,4 #\\$-!4\$4Q' -\$4, 0&QM,O&12239!\$-!0\$== ' -O2M, 4#\ \$-!4\$4Q
/
/\$4\$=, >\$04&!"2-%\$-80? 242= 0=! /& 4#,- #3!
!!
8!

"I4 <@+!) *+!": @!-+>9>) 4!">:97 K4&B><7!) 88) :) +749;4 <;+ !
!
!
!
F HICE GCAE/!
!
!
!
C\$== ' -O2M%0-%\$3'3N!'B', 3'!,4 #!, 4!A%-, 82!S!"S-' '= '4 &= ,)! (' !C\$= (2! #!
2!8\$,!32SM,S- " '= ' 4&N
!
a7N @'-3\$45!' 4)! 2!#2!#0,M!2=9!%- 84'-3* 2!0C\$-%\$, &249M2&# !N(2!8)! C\$=%,4)9!
! C\$=%,4)9!33\$O28\$49Y\$2!838\$O!,33\$O28\$49\$-!(\$#!) %\$N2C!,4 #!2!00#3!,4)!
! &03& 9! 021'- 9,3324' 9!\$-!\$&'! 32 2M! -'%-' 3'4 & 82!N!
!
! !
a: N L'. 0'M2S!' ' *2M5!"4)!' ' * 2M 03# !8!&,4 3%-80*, 4#M \$-!#2%4 3'!.0'M89\$289
,4 #!M(-2)4 8N
!
a<N L'SO M&\$-)! L'R 02'= '4 835!! "MM,%%12D (M ' #'-, M!3&&9! C\$04&9! \$O,M!,4 #!
"2-%\$-8!M 39!O\$#39!#2!,4 039!\$M239!0M39!,4#!-'SO M&\$43N
!
a] N L'% ,2-!/&&245!" 4!!"" !O-&22) &# !"2-O-,.&? ,24&4 ,4 O !,O2!N!
!
! !
aaN LOM3!4 #!L'SO M&\$435G*!"2-%\$-8!LOM3! 4#L'S 0M&\$43!# \$%&# !()!&'!>\$04&!
&\$S\$1'-4 !&'! S'4 '-', M&\$4#008\$.!&'! %O(M2&4 ,4&9!% %8!) " 39,4 #!,MM03'-3!\$!
&' !"2-%\$-8!2!&'! 2!&- ' 38\$.!3,..&!)!, 4#!..2O2! QN
!
! ! ! ! !
a_N /' MQO'M2S!,4 #!"2-O-,.&/' -122!S!G*!"0'M2S!,4 #\\$-!3'-122!S!\$.!4 !, 2O-,.&()!
&' !S\$T 4'- !\$.!&'! ,2-O-,.&T 2&!*2\$-!*'-! \$T 4! '= %8!) " 3!4 #!032!S!*2\$-!*'-! \$T 4!
'R 02%4&N!/' MQO'M2S!Q4 4\$&(' !C\$4&,O&# !\$08&\$!,4\$&'! -!%- &N
!
! !
abN /' MQ' -12D! !O 'M2S! !O 'M2S!.-\$=! , !3'MQ'-12D! %O=% !, #!' ,1,2 M(M!)!&'!
"2-%\$-8\$-!()!,!>\$== ' -O2M"- \$4,0 8QMA%-, &\$-N
!
! !
a8N /O(M 3'5!!" T -284 !,S- " =4&9!, %%\$1' #!2!, #1,4 O! ()!&'!>\$04&9!T 2&!,4 !
'W2&4S!B'33" !&,&!' 4&8!&!' /O(B'33' '! &\$!M 3'!,MM\$-!,! %\$-8\$4!\$.!&'!
Lessee's Leased Premises for a specified period of time, for the purpose of
C\$4#002!S!, %%\$1' #! , ' -\$4, 0&QM ,O&2, &3! ,4 #\\$-! %\$12!2!S! , ' -\$4,0 8QM
3'-1203!,&!&'! "2-%\$-8N
!
! !
acN /O(B'33" 5!!!%-3\$ 4!\$-!4 88!*\$M2!S!,!>\$04&!, %%\$1' #!3O(M 3'N!
!
! !
_N G,W2! 5!!G*! %\$-8\$4!\$.!&'! "2-O-,.&% -22!S!,-' ,! 03'#!.\$-!,O033!('&T " 4!
&WT ,)3 !,4 #!" %\$43!, 4#!2!4\$8! ""! "G>G!C\$4&\$M# N
!
! !
_7N G,W2 ,) 5!!"#!. 2!# !%, &'!3& (N2*#!.\$-!&'! &W2!S!\$.! ,2-O-,.&.-\$=! \$4' !%-&!\$.!
! ,4 !,2-%\$-8&\$!, 4\$&'-N!
!
! !!
_: N G=- 2!,M5!G*! !%33' 4S'- !&=- 2!,M(02M2!S!,&!&'! "2-%\$-8N
!
! !
_<N G*-\$0S*Q*Q' 4O 5!!F 2'O&,O033!&\$!an airport's -04T ,)! , 4#!&WT ,)! 3)3& !
.-\$=! %2!,&! %\$%-&!)!M2Q&# !O\$4&503!&\$!,4 #!\$.!\$.!4 !, 2%\$-8N!!

"!4 <@+!) *!": @!-!+>9>) 4!">:97 K!4&B><7!) 88) :) !+749;4 <;+ !
! ! !
! F HICE GCAE/!
!
_] N G2# \$T 45!" 4!, -' ,!%1'# !\$-!04%1'# !302&(M!.\$-!%-Z 24S!, 4#!=\$ \$-24S!\$.!"2-%\$-&
! T *'- ' 24!302& (M!G2 # \$T 4!%\$248!-' !10, &# N
!
_aN ` '* 20M5!!" !0\$4&21,4 0 !03'# !8\$!&, 43%-&%-3\$ 43\$-!%-\$\$-&)!\$4!&'! S-\$04#N
!
__N ` '* 20M A%-, &\$-5!" 4)!%-3\$ 4!T *\$!24!,080,M%)320M0\$4&\$N\$.!,' '* 20MN!
!
_bN "2-%\$-&" ((-' 12 &\$435!G*'! "2-%\$-&" ((-' 12 &\$43!,-' !, 3*\$-\$4 ' #!\$-!0\$4&,O&#!
! .\$.-=\$! \$.!,! T \$-#!\$-!%*- , 3'9!03'# !8\$!-' %' 3' 4&8*'! T *\$M T \$-#!\$-!%*- , 3'N!!G*' !
! . \$N!T 24S!, ((-' 12&\$43!T 20M! !03'# !8\$-\$05*\$08&'3' !? 242= 0 = !/& 4#, -#35!
!

- ">!--!"# 12\$-)!>2-00M !
- "B@-!"2-%\$-&B,\$0 &@,M!
- "A"! -!"2-%\$-&A%-, &\$43!-' , !
- "!h!@-!"2-.-,= '!, 4#!@\$ '-%M &
- "/@-!"2-%\$-&/ ' 00-24!@\$S-,= !
- "G>!--!"2-!G, ..20>\$4&\$M
- "G>G!--!"2-!G,.. 20>\$4&\$M\$T '- !
- >IL !-!>\$#'\$!\$.!!' #- , M! S0M&\$43!
- !""! -!! '# '- ,M'12, &\$4!"#=242&,&\$4!
- !+ A!--!!2W'#+,3'! A%-, &\$-!
- E!@'!--!E, &\$4,M!2-' !@\$&0&\$4!"33\$02&\$4!
- /A@+!/ &4 #,-# !A%-, &24S!@\$0# 0-' !

"I4 <@+!) *+!": @!-!+>9>) 4!":>:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
!
CEGLAF K> GCAE !
!
!
/H>GCAE !: QCEGLA F K> GCAE !
!
:N7! @0%\$3'!, 4#1/O\$%!
!
7N G*! %0-%\$3'! \$.! &'3' !? 2!2= 0=! /&4 #,-# 3!B!&\$! UV!'4 O\$0-,S' !&'!
%\$12\$4!\$.!*2*!R0,M2!%\$#00898'-12039!,4 #!.,O223!&\$!>*, -N8! ? N
/O*0M! -! /\$4\$=,! >\$04&! "2-%\$-& U2-%\$-& 03'-39! UV! '4 O\$0-,S' !&'!
#1' 10%-'4&! \$.!R0,M2!G%- \$1=' 488!,&!&'! "2-%\$-&!kV%\$=\$ & 3,.'&)9!
UV!%\$=\$ &! &'! 'O\$4\$=20*!', 10!\$!.!&'! "2-%\$-& 4 #!23! (032'33'39!,4 #!
kV%\$=\$ &! &'! \$-#'-M#1'M\$%-'4&! \$.!"2-%\$-&%\$%-&)N!G\$!&'B! 4#9!MM
'4 8823!#32-24S!&\$!4 S,S'! 2!""- \$4, 08QM"O81223!,&!&'! "2-%\$-&3*,MM
('! ,O\$-# ' !'-, 3\$4,(M!\$%\$-8042239!T 2\$ \$0804Y08!#B02=24,&249&\$!
'4 S,S'! 2!300*!"O812239!30(YO&8!&'3' !? 2!2= 0=! /&4 #,- #3N
!
:N! G*!3' !? 2!2= 0=! /&4 #,- #3!3%02)!&'! 384 #,-# 3!,4 #!-' R02'= ' 488!&, &
=0 3&(' !=&!()!,4)!%- 3\$4!\$-!' 488!#32-24S!&\$!4 S,S' !2!\$4!' \$-!=\$ -' !
""- \$4, 08QM"O81223!,&!&'! "2-%\$-&N!!
!
<N E \$!%-3\$ 4!\$-!'4 88!3*,MM '! ,M2T '# !&\$!4 S,S'! 2!""- \$4, 08QM"O81223!
at the Airport under conditions that do not, in the County's Y0S='4 88!
=" 88'3' !? 2!2= 0=! /&4 #,- #3N
!
]N ""- \$4, 08QM"O81223! =,)! ('! %\$%\$3'#!&, &#\$!4\$&.,MMT 2\$2!&'!
Q&\$S\$ -23! #32S4,&# ! 2!&'3' !? 2!2= 0=! /&4 #,-# 3N!! C4 300*! Q3'39!
,%\$%\$%2 &! = 2!2= 0=! 384 #,-# 3!=,) !('! #1'M\$%# !\$4!,! Q3' Q) Q3' !
(,323!\$-!300*!"O81223!,4 #!2!O\$-%\$, &#!2!&\$!&'! B', 3!'!\$-!>\$== -O2M
A%-, 88S!"S-' '= ' 48N
!
:N: ! "%%120(222!
!
7N G*!3' !? 2!2= 0=! /&4 #,-# 3!3*,MM,%%120(88!, 4)! 4'T! "S-' '= '4 &\$-\$!,4)!
'W84 3\$4!\$.!&'! &= !\$.!,4 !'W3845!"S-' '= ' 488!\$-!&'! \$000% 4Q!\$-!03'!
\$.!"2-%\$-&14 #!\$-!2%- \$1=' '4 88!\$-!""- \$4, 08QM"O81223N!C.4)!%-3\$ 4!
\$-!'4 88!#32-' 3904#-'! &'! &-=3!\$.!,4 !'W3845!"S-" =!4&9!&\$!W%4#!\$-!
=,&'-2, 121 O*, 4S'! 23!""- \$4, 08QM"O812239!&'! >\$04&! 3*,MM!,3!,!
O\$4#22\$4!\$.!23!, %\$%\$1, N\$.!300*!O*, 4S'9!-' R02'! &'! '4 88! &\$!O\$=%121
T 2\$!&'3' !? 2!2= 0=! /&4 #,- #3N
!
:N! G*!3' !? 2!2= 0=! /&4 #,- #3!,-' !4\$&-! &\$,O81! !04N3!%\$12# #!.\$-!2!,4 !
'W3845!"S-' '= '4 88!2!T *2*!Q3'! &'3' !? 2!2= 0=! /&4 #,- #3!3*,MM('!
,%\$121#!&\$!&'! 'W84 88%- =288#!()!300*!"S-' '= ' 48N!!
!
!
!

"!4 <@+!) *!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
CEGLAF K>GCAE !
!
!
<N G*'3' !? 2!2= 0=! /&4 #, -#3!3*,MM4\$&('! #' = ' #!&\$!= \$#2)!,4)!'W3&45!
"S-' '= '4 & &*,&!'-'R 02' 3!,! %-3\$ 4!\$-!' 4&8! &\$!=" &=\$ -'! -' 3&2081'!
3&4 #, -#394\$-! 3*,MM&*)! %\$*2 2! &*'! >\$04&!. -.\$=! '4 &-24S! 2!&\$!\$-!
'4 .\$.-02S!,4 !"S-' '= '4 & &*, &!' R02'3!,! %-3\$ 4!\$-!'4 &8! &\$!=" &=\$ -'!
- ' 3&2081' !3&4#,- #3N
!
:N<! /& &'= '4 &\$.!@ \$20!
!
C&8! &'! 2!&4 &\$.!&'! >\$04&!&\$%4 9±, 4,S'9!\$%-, &9!.2!,409!,4 #!#1'!M\$%&'!
"2-%\$-&\$.!&'! 03'!,4 #!('4 ' .2!\$.!&'! %0(1021!,!=,4 4'-! &*, &2!0\$432&4 &T &*'!
&8!,2-%\$-&3\$43\$-!\$(18,&2\$43!,4#!2!0\$=%1240! T &*'!,MM)%%120(M L'S 0M&\$-)!
L'R 02'= '4 &8N
!
:N]! X\$1'- 42S!+\$#)!
!
G*'! "2-%\$-& 2!\$T 4' #!,4 #!\$%-, &# ! ()! &'! >\$04&!\$.!/\$4\$=,9! >,M\$-42!
!>\$04&V9!4 #!\$1'-4'# !()!,4 #!&'-\$0S*!&'!/\$4\$=,! >\$04&!+\$,-# !\$.!/0%-123\$-3!
!>\$,-# !\$.!/0%-123\$-3W!!
!
:Na! "2-%\$-&? ,4 ,S'= '4 &
!
7N G*'! "2-%\$-&? ,4,S'- !2!-' 3\$432!M \$.-! &'! \$%-, &849!=,4 ,S'= '4 &8
=,2 4&4,4 09!,4#!3'00-2!\$.!&'! "2-%\$-&,4 #!,MM\$.!&'! "2-%\$-&3\$T 4' #!
,4 #!\$%- ,&' #!M4#92=-\$1'= '4 &89!.,02239!1* 2089!,4 #! R02% '4 &8N
!
:N! G*'! >\$04&!* ,3!0 &\$-2P# !,4# #2'O&# !&'! "2-%\$-&? ,4 ,S'-! &\$5
!
!,N! C&8- %' &8! ,#=242&9! ,4 #! '4.\$-0'! "S-' '= '4 &8! ,4 #! &'3'!
? 2!2= 0=! /& 4#,- #3! ,4#! &\$! %=- 2! &= %\$-,-)9! 3*\$-8&8- =!
\$00%4 Q!\$-!03' !\$.!0-&,24!"2-%\$-&M4#!\$-!C=%\$1'= '4 &8f!,4 #!
!
(N! A(&24!,4#!-' 021'! 0\$%23!\$.!,MM104 3'39!%-= 2890-&22) &8439
-,&21S39!- &82) &3!\$.!030-,4 09!,4 #!\$&'! -!#\$00='4 &8!-' R02' #!
&\$!('!'%\$12# # !&\$!\$-!.2M#!T &*'!&'! >\$04&!04#- !&'3' !? 2!2= 0= !
/&4 #,-# 3N
!
ON "MM\$...22M 2!R0223! &\$! &'! >\$04&! -' S,-# 2!S! &'3' !? 2!2= 0= !
/&4 #,-# 3!,4 #\\$-!0\$=%124 0! &'-' T2 &'3*\$0M!('!'#2'O&# !&\$!&'!
"2-%\$-&? ,4 ,S' -!\$-!*2\$-!*- #!32S4,&# !-' %'3' 4& &2!N!
!
:N_! H..!O&2!F,&'!
!
!
!

!	!	!
!	!	CEGLAF K> GCAE ! !

!
:Nb!>\$=% 24 O! T 2* !L'S OM(\$-)!L'R 02' =' 48!

!>\$4.0024S!L'SO M8\$-)!L'R 02'=' '4 83!,4#!"S-' '='4 83!

```
!
:N! C&B!4$&8*! 2!&4&$.!&*3' !? 2!&= 0=! /&4 #, -#3!&!- ' % ,M!/( -$$, &9!
,4 40M!$-! 2! ,4 )! T,)! &=%,-! $-! 2!&- ' -' ! T&*,4 )! %$1&54! $.!, 4)!
L'SO M&$-)!? ', 30-' N!!
```

! :Nc! L2S* 88\$!/' MQ'-120'!

! ,N! G*3' !? 212=0 =! /&4 #,- #3!3&,(M*!-' ,3\$4 , (M O\$4#28\$43!\$!('!=&!()) ,4)!,2-O,-. &\$T 4'-'! #32-21\$!\$!=,2 4&249!' %2-!,4 #\\$-!0'M28\$T 4!,2-O,-. & T 28\$!28\$T 4! '= %9!) '3 N

“Through & Over” Activities will not be permitted at the Airport!

! 177N: 1-1' / (228) !

!!

"I4 <@+!) *+": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
CEGLAF K> GCAE !
!
C.!,! C\$0-&\$.! C\$= % &4 & Y0Z#20&4!*\$M3!, 4)! %\$12&4!\$.! &'3' !? 212=0 = !
/&4 #,-# 3!&'(! ' 21,2#9!2!T*\$M \$-! 2!%& &'! 1,2#2! \$.! &'! -' = ,242S!
%\$12&43!3*,MM4\$&('!, ..'O&#N
:N7: ! E\$&2039!L'R 0'3&3!\$-!''%\$1,0! %&20 &439,4 #!A&' -!22S3!
!
"MM4\$&2039!-' R0'3&3!.\$-!,%\$1,0!, %&20 &439!\$-! \$&'!-! .22S3!-' R02' #! \$-!
%&= 2& #!()!&'3' !? 212=0 =! /&4 #,-# 3!3*,MM ' !2!T -22S9B&4'# !()!&'! %&- &!
S212S!300*!4\$&209!,4 #!3*,MM ' !# ' '= '# !&'!*,1'! (" 4!-' O21' #!\$4!&'! #, &!,4 #!
,&!&' !&= ' !physically received by the County according to the County's records!
!
:N7<! "=' 4#='4&3!
!
7N G*'3' !? 212=0= ! /&4 #,-# 3!30%-3' #'! ,4 #!Q4 O M)MM%' 1\$03!? 212=0= !
/&4 #,-# 3!,# \$%&# !()!&'!>\$04&N
!
:N! G*'3' !? 212=0= ! /&4 #,-# 3!,) ! (' 30%&4 '4 	!=' 4# ' #9\$-!=\$ #22# !
()!&'!>\$04&!. -.\$= ! &= ' !&!&= ' !,4 #!21300*!,!= ,4 4!-' ,4 #!&300*!'W& &
,3!2# ' '= '# !,%\$%\$2&!()!&'!>\$04&N
!
<N G*'!>\$04&!=,)! 230! 3%02M-0N39!' S0M&4394\$&2039!=\$- \$-, 4#0=39!
#2'0&2!39!C\$1'4 ,4 &9! 3&20&439\$-!C\$4#&43!-\$= ! &= ' !&!&= ' !,3! 2!
#'' = ' #!,%\$%\$2 &!()!&'!>\$04&N
!
]N! G*'! "2-%\$-& ? ,4,S'- ! =,)9! \$4! ,! Q3' Q) Q 3'! (,3239!#1'M\$& ,4#!
2%N4 ' 4& 3%0229!,%\$%\$2&! =242=0 =! 3&4 #,-# 3!.\$-! %\$%\$3'#!
"- \$4, 0&2M"O&223!&,&,-' !4\$&M' , #)! , ##-'33'#!2!&'3' !? 212=0 = !
/&4 #,-# 3N
!
:N7! `,-2, 4O! \$-!HW'=%&4!
!
7N G*'!>\$04&!=,)9! 2!2&3\$M #2O' &495-,4 &1,-2,4 O3! &'!\$-!'W'=% &43!
-\$= ! &'3' !? 212=0 =! /&4 #,-# 3!T *'4 2&#&' - = 2!3!&, &!,3%022OQ 3'9!
3'O&249\$-!%\$12&4!2!4\$&-! R02' #!\$-!T \$0M!%\$3'!,4 !04#0'! *, -# 3*2&
('O,0 3'!\$.!3%022O\$4#&43!,4 #!042R0'! O2O=3 &4 O3N
!
:N! L'R 0'3&3!\$-!1,-2, 4O3!.\$-! \$-!'W'=% &43& &'3' !? 212=0= ! /&4 #,-# 3!
3*,MM ' ! 3O(=2& #!2!T -22S!&'! "2-%\$-& ? ,4,S'- !,4 #!3*, MM&& &' !
3%022O? 212=0 =! /&4 #,-# 3!%\$12&4!.\$-!T *2*!,!1,-2,4 O! \$-!'W= %&4!
2!('24S!-' R0'3&# 9#3 O2'! &'! %\$%\$3'#!1,-2,4 O! \$-!'W'=% &49!4 #!
3&&'! ,V!&'! -' ,3\$4!.\$-!&'! -' R0'3 &!,4#!(V&'! %\$%\$3'#!#0-, &4!\$.!&' !
-' R0'3& #!1,-2, 4O! \$-!'W= %&4N
!
<N "4)!1,-2,4 O! \$-!'W'=% &4!S-, 4& #!()!&'!>\$04&!3*,MM%&V!\$4N!&'!&' !
%-&20M! Q3'! .-\$-!T *2*!&'! 1,-24 O! \$-!'W'=% &4!T ,3!S-,4 &# !,4 #!3*,MM
/\$4\$=, !>\$04&!"2-%\$-&? 212=0= ! /&4 #,-# 3!
7]!

"I4 <@+!) *!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

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CEGLAF K>GCAE

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4\$& O\$4388&! , 4! ,= '4 #='4 88!\$-! =\$ #20&54! &\$! &'! ? 212=0 = !
/&4 #,-# 3N

!

]N! e* '4 !&'! "2-%\$-&# ' &=24'3! &,&!&'! - ' ! 2!,! #'= \$43&,&' #!4 ' # !.\$-!,!
3%0201%\$#0088B'-1209!,4 #\\$-!., 000! &*, &24\$&00--' 48M!%\$12# ' !, &
&'! "2-%\$-88!&'! "2-%\$-&=,)9! 2! 28!3\$M #20' &549!'4 &-! 2&\$! ,4 !
"S-' '= '4 &with an FBO, for a limited period of time ("trial period"), that
,0 &\$-P'3!&'! !+ A!&\$!%\$12# ' ! &'! 3%0201%\$#0088B'-1209!,4 #\\$-!.,0200!
04#-'! &= 3!,4 #!O\$4#28\$4388, &=,)! %-= 28&=%\$-,-)!1,-2,4 0U3V.\$= !
-' R02'= ' 488!\$.!&'3' !? 212=0= ! /&4 #,-# 3!UNSN!' #00 #!-' 4889M!T'- !
=242=0 =! 3&4 #,-# 39!80M,3# !0%\$4!28!2!#2!S39!,&-! &'! O\$= %M&\$4!\$.!
&'! &2M%-2\$#988!'! "2-%\$-88!2!28!3\$le discretion, may amend an FBO's
B', 3'! \$-!A%-, 82S!" S-" ='4&! &\$!,0 &\$-P'! 28&\$!%\$12# ' ! &'! %\$#0088
3'-1209!,4 #\\$-!.,0200! \$4!,! %-= ,4 ' 4&(,3239B0(Y'O&8\$!-' R02'= '4 88!
'3&,(28*'# !()!&'! "2-%\$-&4 #!,S- " #!&\$!()!&'! !+AN

!

:N7a! H4.\$-O'=' 4&

!

7N G*'! >\$04&! 3*,MM2=%M='4 &,4 #!' 4.\$-O'! &'3'! ? 212=0 = ! /&4 #,-#3!
&-\$0S*! &'! B', 3'3! , 4#! A%-,&2S! "S-' '= '4 88! T 28! ""- \$4,0 82QM
A%-, &-3!,4 #!"2-%\$-88G 4,4 88N

!

,N! ` 2M&\$4!\$.!&'3' !? 212=0= ! /&4 #,- #3B*,MMO\$4388&!,!(-',O*!\$.!
the Commercial Aeronautical Operator'sB', 3'!,4 #\\$-!A%-, 82S!
" S-" ='4&! T 28!&'! >\$04&!,4 #!3*,MM!'!,!S-\$04#!.\$-!&= 2!, 82S!
,!B', 3'!, 4#\\$-!A%-, 82S!" S-" =' 4&N

!

:N! @'-3\$43!\$-!' 48823!,SS- 21# !()!, !#O2\$4!\$.!&'! "2-%\$-88? , 4,S'- !\$-!
>\$04&!=,)! , %%, NB00*!#O2\$492!T-22S9!T 28!2!7; !#,)3!., &-! 300*!
#O2\$4! 2!230'# 9 %0-30,4 &8\$!,%%, M%-O# 0-' 3!3 &(28*'# !()! &'!
>\$04&N

!
!
!

/ \$4\$=, !>\$04&!"2-%\$-88? 212=0= ! /&4 #,-# 3!

!!

"!4 <@+!) *!": @!-!+>9>) 4!":>:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
XHE HL"B!LH^KCLH? HEG/!
!
!
/H>GCAE !-!XHE HL"B!LH^KCLH? HEG/!
!
G*! !. \$M!T 24S!-' R02'= '4 88!,%%Y!&\$!,MVA%-, &\$-3!3" Z24S!,0 &\$-\$-P, &\$4!&\$!'4 S,S' !24
"- \$4,0&QM"O&123!,&!&\$!' "2-%\$-8N!G*! ? 242=0 =! /&4 #,-# 3!,%%Y! (M &\$!3%022
"- \$4,0&QM"O&123!,-' !'3&,(N3*'# !24!/' O&43!]& &\$-0S*!7<!.!&\$'3' !? 242=0 =!
/&4 #,-# 3N
!
<N7 HW%2' 40 \>,%,(228!
!
7N A%-, &\$-! 3*,MM#'= \$43&,&' 9!&\$! &\$'! 3,&B,O&\$4! \$.! &\$'! >\$04&9! 23!
Q%,(228!&\$!%\$12# !&\$'! %\$%\$3# !%\$#00&9!3-1239!4 #!,O223N!
!
:N! A%-, &\$-! 3*,MM#'= \$43&,&' 9!&\$! &\$'! 3,&B,O&\$4! \$.! &\$'! >\$04&9! &\$'!
.24, 402MRO,222&243!,4#!,(228!&\$!O&4#00& &\$'! %\$%\$3# !"- \$4,0&QM
"O&123! \$4!,! O\$== '-O2M (,323!,4 #! O\$=%Y! T 228! &\$'! -' R02'= '4 88!
'3&,(N3*'# !24!&\$'3' !? 242=0 =! /&4 #,-# 3N
!
<N A%-, &\$-!,4 #! 23!'= %&9!"3! 3*,MM('! Q%,(M! \$.! O\$= %Y24S! T 228!,MM
,%%Y! (M "2-%\$-8, 4#!G/"!3'O0-23!-' R02'= '4 88N
!
<N! "S-' '= '4 &"%%\$1,M
!
7N E \$!%-3\$ 4!\$-!' 4&2413*,MM4 S,S'! 24!,4)!>\$== '-O2M'O&123!,&!&\$!' "2-%\$-8
04N3! &\$'! %\$-3 \$4!\$-!' 4&24! *,3! '4&- #! 24&\$!,! B', 3! "S-' '= '4 &\$-!
>\$== '-O2M A%-, 24S! "S-" =!4&! T 228! &\$'! >\$04&!,0 &\$-\$-P24S! &\$'!
"O&123N!
!
:N! "4)! %\$-3\$ 4!\$-!'4 88! #'32-24S! &\$! O&4#00&,!>\$== '-O2M"- \$4,0&QM
"O&123! \$4!M #!\$-!,O223! 30(M 3'#!-\$=!,4)!"2-%\$-8&4 ,4&3*,MM23&
'4 &-!24&\$!,4!A%-, 24S!"S-" =!4&! T 228! &\$'! >\$04&!('.\$-!' O&4#00&24S!
,4)!O\$== '-O2M,O&123 3N
!
<N4 B', 3'#!@'= 233!
!
7N "!'>\$== '-O2MA%-, &\$-!3*,MM 3'!\$-!30(M 3'!30.22 4&M #!,4#!3*,MM
M 3'9! 30(M 3'9! \$-! O&43&00& 30.22 4& C=%\$1=' 488!-' R02'# !&\$!
O&4#00& &\$'! %\$%\$3# !>\$== '-O2M "O&123!,3! '3&,(N3*'# !24! &\$'3'
? 242=0=!/&4 #,-# 3N
!
,N! B', 3'#!@'= 233! &\$,&,-' !03'#!.\$-!>\$== '-O2M %0-%\$33!,4 #!
-' R02'!%(228,O033!3*,MM,1' #2'O&%(228&' 832#!,O0 33N
!
<N! B24 3'39A%-,&24S!"S-' '= '4 889!>'-&22&2439!4#!L, 24S3!
/\$4\$=, !>\$04&!"2-%\$-8? 242=0=!/&4 #,-# 3!
7_!

"!4 <@+!) *!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!
!

!
!

XHE HL"B!LH^KCLH? HEG/!

!

!

Operator (and/or Operator's personnel) shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings -' R02'# !.\$-!&'! C\$4#00&\$.!A%erator's Activities at the Airport as required by the! >\$04&!\$-!,4)!\$&'!- !#0M,0 &\$-\$-P' #'!S' 4Q!%&-\$-!&'! 4S,S24S!2!,4)!"O&1&!, & &'! "2-%\$-&N ! A%- , &\$-! 3*,MM%\$1&'! C\$%23! \$.! 300*! M04 3'39!\$%- , &4S! ,S-" ='4&39!O- &2Q &\$439\$-!-, &4S3!&\$!&'! >\$04ty, at the County's request, T &2!7; !(03&33!#,)3 !, &- !' O21&S!300*!-' R0'3&N

!
<Nd
!

@'-3\$44'M

7N "MM>\$== ' -O&MA%- ,&\$-3!3*,MM= %&!)9!,4 #!3*,MM*,1! \$4!#0&! #0-24S! #!32S4, &# !(03&33! *\$0-39&,24' #!%-3 \$44'M 2!300*!40= ('-3! ,3! ,-' ! -' R02'# !&\$!= " &&'! = 24&0 =! 3&4 #,-# 3!.\$-! ,O*!, -' \$4,0 &QM3'-12O ! &'! A%- , &\$-! B!%- . \$-=24S!,3! %\$1&'! #!2!&'3' !? 24&0 = !/& 4#,- #3N e* '4 !-' ,3\$4, (M0!=0 M0&M -' 3%\$43& 2&23!=,)! ('! ,33&4'# !&\$!= " &&'! %-3\$ 44'M-' R02'= '4 &3!.\$-! , O*!, -' \$4,0 &QM3'-12O!('24S!%- . \$-= '# ! ()!&'! A%- , &\$-N

!

:N! "MM>\$== ' -O&M A%- , &\$-3! 3*,MM#32S4,&' ! ,! -' 3%\$43& M %-\$ 4! &\$! 30%-123'! ,O&1&23N! G*! #!32S4, &# ! -' 3%\$43& M %-\$ 4! 3*,MM (' ! ,O &\$-\$-P' # !&\$!-' %' 3'4 &,4 #!,O&.\$-!,4 #!\$4!(' *,M!\$.!&*!>\$== ' -O&M A%- , &\$-!#0-24S!,MM! 03&33!*\$0-3!\$.!O&1&23N!!

!

<N >\$== ' -O&M A%- ,&\$-3! 3*,MM = ,24&24! O--'4 & (03&33! C\$4&O& 24.\$-= ,&24!\$4!.2M T &*&'! "2-%\$-&&, &T 2M4 ,(M "2-%\$-&3&..!&\$!=,Z ' ! C\$4&O&T &*&'! -'3%\$43& M %-\$ 4!T *' 4!&'! -'3%\$43& M %-\$ 4!2!4\$& \$4!&'! B', 3' #!\$-!/O(M 3' # !@' =23'3N!!

!

<N! HR02%='4&!

!

"MM' R02' #!HR02%=' 4&=0 3&('!.0M!\$%- , &\$4,M,4 #!M0,&# !\$4!&'! B',3' # !\$-! /O(M 3' #!@' = B'3!, &,MM&= 3!#0-24S!-' R02' #!*\$0-3!\$.!\$%- , &\$4!04M3!&'! 'R 02%='4&! B!% -. \$-=24S! &3!2!&4 #' #!.04O&\$4! \$-! B!04#'-S\$ 24S! 3O' # 0M# ! =,2 4&4,4 O !,&!,!M0&24!\$.!\$.!&'! B', 3' # !\$-!/O(M 3' # !@' = B'3N!!

!

<Nb C40-,4 O!

!

7N >\$== ' -O&M ,4 #! E\$4! >\$== ' -O&M "'- \$4,0&QM A%- , &\$-3! 3*,MM(' ! -' R02'# ! &\$! \$(&24! ,4 #! =,2 4&24! 2430-,4 O ! 2! ,O&#-,4O! T &*&'! &'! >\$04&[3!O--' 4&,%\$1'! !2430-,4O! -' R02'= '4 &3N!R 02' #!2430-,4 O ! coverage's and limits ,-' ! ,1,2M M ,&!&'! "2-%\$-&"# =24&2&, &2! A..&O ! and will be posted on the Airport's web siteN

!

!

/ \$4\$=, !>\$04&!"2-%\$-&? 24& 0= !/&4 #,-# 3!

!!

"I4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

! ! ! XHEHL"B!LH^KCLH? HEG/!

! ! !

:N! >\$== ' -O2M,4 #! E\$4!>\$== ' -O2M "'- \$4,0 8QMA%- , &\$-3!3*,MMZ" %
 O--' 4&>' - 82D&3!\$.!C40-,4 O! \$4!.2M!T 2&!'&'! "2-%\$-8#0-24S!&'! &- = !
 \$.!,4)! B', 3'9!/O(M,3'9!\$-!A%-, 82S!"S-' '= '4 82400#24S!,4)!*\$M24S!
 \$1'-! %-2\$#!,. &-! &'! 'W%2,&2\$4!\$.!,4)! B', 3'9!/O(M, 3'9!\$-!A%-, 82S!
 "S-' '= '4 8N

! !

<N F20030-' ! L' R02'= '4 &H1'-)! >\$== ' -O2M,4 #! E\$4!>\$= =' - O2M
 "'- \$4,08QMA%- ,&\$-!O\$4#0082S!,2-O-,.&-' 4&M9!2-O-,.&3,M89!\$-! M8&
 &,2424S!3*,MM!'!-' R02'#!&!,V!%\$3&!,4\$82!24!,! O\$43%20\$03%40!,4#!
 #2003!'!T 2&24! 28!'-' 4&M,4 #! 243&0082\$4!,S-' '= '4 88!&'! 2430-,4 O!
 O\$1'-,S' !,4 #!M28!%\$12#'#!&!'&'!-' 4&-! \$-!380#4 &(!)&'! \$%- , &\$-9
 ,4 #!(V2400#',! 38&'= '4 &,# 1224S!& ,&,# #28\$4,M0\$1'-,S' !2!,1,2M M!
 &!'&'!-' 4&-! \$-!380#4 & &-\$0S*!&'! %0-O*,3'! \$.!,4 !2#212#0,M4\$4Q
 \$T4'-3* 24M(28)!%\$M0N!A%-, &\$-3!3*,MM%\$12#! O\$23!\$.!,MM'R02'#!
 4\$8203!&!'&'!"2-%\$-8N

! !

<N8 C4#'= 42D&2\$4!,4 #!J \$NMJ ,-=M' 33

! !

>\$== ' -O2M,4 #! E\$4!>\$== ' -O2M "'-\$ 4,0 8QMA%- , &\$-3924!O\$44'O8\$4!T 2&!
 \$(&2424S!,! B', 3'9!/O(M, 3'! \$-! A%-, 82S!"S-"='4&9!T 2M('! \$(M8, &#!&!
 24#'= 42)!&'!>\$04&! 24!,O0\$-#,4 O! T 2&!'&'! &= 3!,4 #!O\$4#28\$43!\$.!&'2-!
 B', 3'9!/O(M, 3'!\$-!A%-, 82S!"S-' '= '4 8N

! !

<Nd 12W'#+,3'! A%-, &\$-3!U+ AV!HWM0#24S!!0NM' -120! I+ A3!

! !

e2&'&'! 'W0%8\$4!\$.!0NM' -120! I+ A39!+ A3!O\$4#0082S!,O821223!,##-'33'#!24!
 /' O8\$43!&'&-\$0S*!7<!3*,MM#'' &!'&'!.\$NM!T 24S!3&4 #, -#3!3!T'MM!3!&'!3%0220
 ? 242= 0=!/&4 #,-# 3!,%40(M &!'&'! ,O82123!

! !

7N B'33" !\$.!/&4 #!"M\$4! !,O2M8! \$-!B,4#!.\$-!F'1'M\$%=' 48N!4!A%-, &\$-!
 '4 S,S24S!24!,O821223!,##-' 33'#!24!/O8\$43!&'&-\$0S*!7<!T*\$!B'2&'!-,!
 B'33" !\$.!,!3&4 #!,M\$4! !,O2M89\$-!,!B'33" !\$.!M4#!.\$-!#1'M\$%='4&!3*,MM
 ,1'! ,#R0,&! M4#9 ,%\$49!.,O2M8239! ,4#! 1 20M %Z 24S! &!
 ,O0\$== \$ #,&!,MM,O821223!\$.!&'!A%-, &\$-!,4#!,MM%%\$1# !/O(M33" 130
 but not less than the following (excludes Section 5 "Aircraft Maintenance
 Operator" and Section 6 "Avionics or Instrument Maintenance
 Operator"):

! !

,N! B', 3'#!@'= 2'3!-\$4! R0,- &-! ,O-'! %-O'MU7; 98c; !3R0,-' !." &!
 0%\$4!T*20!,MM' R02'#!2-%-\$1'='4&3!2400#24S!"%-\$49!'* 20M!
 %-Z 24S9!\$, #T,)! ,O0339!M4 #3Q%24S9!,4 #!,MM,O2M823! 3*,MM('!
 M0,&# 9 24!,4 !,-' ,!# 384,&#!24!&'! "2-%\$-8? ,3&-! @M!,3!
 ,%%\$1# !.\$.!O\$== ' -O2M03'N!!@'=, 4'4 &380000-3! 3*,MM4\$&
 \$000%)!=\$-'!&,4 la; i !\$.!&'! M, 3'#!%\$%-8N!!

"I4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!
!

!
!

XHEHL"B!LH^KCLH? HEG/!

!

!

(N! "%-\$4\@,1'#!G2# \$T 43!3*,MM('! ,# ' R0, &! &\$!,OQ\$==\$ #, &! &'!
&\$&M40=('!'\$.!"2-O-,.&in Operator's fleet at the Airport.!

!

2N C.!A%-, &\$-! O\$43&003!\$-! *,3! ,! *, 4S,-9! , %\$4!3*,MM('!
,# 'R 0,&! &\$!,OQ\$==\$ #,&! &'! =\$ 1=' 4&\$!.!, 2O-,.&2&\$!
and out of the hangar, staging, and parking of Operator's
"2-O-,.&T 2&\$0&2&- .'-24S!T 2&\$!&'! = \$1=' 4&\$!.!, 2O-,.&
2! ,4 #! \$0&\$!.! \$&'! - !., 0023! ,4 #! , 2O-,.& \$% -,.&24S! 2!
&W24 '3!\$-!&W2 ,)3 N!

!

22N C.!A%-, &\$-! 0&27'3! ,! *,4 S,-! MS'! '4 \$0S*! &\$! 3&\$-! !
Operator's entire fleet \$.!,2-O-,.&(,3# !,&!&'! "2-%\$-894\$!
%1'# !G2# \$T 43!T 2M!'! -'R 02'# N

!

ON I,02M23!->03&\$=- !, 4#!, # =242&, &2! ,-' ,3!3*,MM('! ,# ' R0, &!
3%O'! .\$.! 003&\$= '!' \$04S'9! -' 3&\$=\$=39!' =%N) " !\$..2039!T \$-Z!
,-' ,39!4 #!3&\$-,S' N

!

2N C.!A%-, &\$-!B!O\$4#0024S!"2-O-,.&? ,24&4 , 4O! \$4!"2-O-,.&
\$T 4'# !,4 #\-\$!-\$%-, &# !()!A%-, &\$-9A%-, &\$-!3*,MM',1' !
,&!M 3&a;; !3R0,-' !." &\$!.!=,2 4&4,4 O! ,-' , !2400#24S!
,# 'R 0,&! 3%O'! .\$.!-= %N)!"! T \$-Z!,-' ,39B*\$%, -' ,39!4 #!
3&\$-,S' !,4 #!,&!M 3&<9;;; !3R0,-' !." &\$!.!,4 S, -!3%O'! \$-!
MS' !'4 \$0S*! &\$!,OQ\$==\$ #, &! &'! MS' 3& , 2O-,.& 2!
Operator's fleet being maintained by A%-, &\$-! ,&! &'!
"2-%\$-89T *2*'1'- !B5-' ,&-N!

!

#N ` '* 2M @,-Z24S!3*,MM!'! 30..22 4&\$!,OQ\$==\$ #, &! 003&\$= ' -3!4 #!
'= %N)!" 3&\$! ,!#,2M(, 32! ,4 #!OQ\$=%M!T 2&\$!%-Z 24S!' R02'= ' 4&\$!
,3! \$0&24' #!2!&'! "2-%\$-88!F '1'M\$%='4&! /&4 #, -#39T *2*'1' -!2!
S-', &- N

!

:N! B'33" ! 2! ? 0024M B'33"! I,02M29! /0(N33' '9! \$-! ? 0024M! "0&2&!
A%-, &\$-5!"4 !A%-, &\$-!'4 S,S24S! 2! ,0&2&23! ,# #-' 33'#! 2! /'0&243!]!
&\$-\$0S*!7<!T *\$!2&2&*-'! ,!B'33" !2! ,!= 0024M N33" !.,02M29! ,/0(N33' '9!
\$-! ,!= 0024M, 0&2&2! \$%-, &\$-!3*,MM',1' ,# ' R0,&! , %\$49! ,02M239! ,4 #!
1* 2M %-Z 24S!UMM9!O,&# !T 2&\$2!0&23' !%\$V2=2&V!&\$!,OQ\$==\$ #, &! ,MM
, 0&2&23! \$.! &'! A%-, &\$-9!(0&4&\$& N33! &*, 4! &'! .\$.M!T 24S! UW00#3!
Section 5 "Aircraft Maintenance Operator" and Section 6 "Avionics or
C4&0= '4 &Maintenance Operator")!:

!

,N! "%-\$4\@,1'#!G2# \$T 43!3*,MM('! ,# ' R0, &! &\$!,OQ\$==\$ #, &! &'!
&\$&M40=('!' ,ircraft in Operator's fleet at the Airport.!

!

/ \$4\$=, !>\$04&!"2-%\$-89? 242= 0=!/ &4 #, -# 3!

!!

"!4 <@+!) *!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
XHEHL"B!LH^KCLH? HEG/!
!
!
(N! I,O2M23!->03\$= '-! ,4 #!,# =24B&,&2! !,- ' , 3B*,MM' !,&!M 38]; ;!
3R0,-' !." &\$!2400# '! ,# 'R 0,&! 3%O'! .\$.!O\B 3\&2424S!-\$=\$39!
'= %a\$)" !\$...2039!T \$-Z!, -' ,39!4 #!3\$-\$,S' N
!
2N Operator's customers shall have reasonable access to a
003\$=- !N04S'! ,4 #!-' 3&\$=\$=! 2!&'3' !.,O222 3!,-' !4\$&
provided within Operator's Leased Premises. !
!
22N C.A%- , &\$-!B!C\$4#0024S!, 2O-., &= ,24&4,4 O! \$4!, 2O-., &
\$T 4'# !,4 #\\$.!\$%-, &# !()!A%- , &\$-9A%- , &\$-!3*,MM',1' !
,&!M 3&a;; !3R0,-' !." &\$!.! =,2 4&4,4 O! ,-' , !2400#24S!
,# 'R 0,&! 3%O'! .\$.! = %a\$)"! T \$-Z!, -' ,39B*\$%, -' ,39!4 #!
3\$-\$,S' !, 4#!*, 4S,-! 3%O! MS' !' 4\$0S*!&\$!,O0\$== \$ #, &!
&'! MS' 3&, ircraft in Operator's fleet being maintained by
A%- , &\$-!, &&' !'2-%\$-&N!
!
222N C.!A%- , &\$-! %\$12#3! " 2O-., & ? ,24&4,4 O! \$4! "2O-., 8!
\$&' -! &,4 !&\$3'! &, &, -' ! \$T 4'# !()! \$-!04#-! &'! Q-' 9
003\$#)! ,4 #!C\$4&\$N\$.!A%- , &\$-9A%- , &\$-!3*,MM' " &&'!
? 242= 0= ! /&4 #,-# 3!. \$-!,4 !'2O-., &? ,24&4,4 O! A%- , &\$-N
!
ON ` '* 20M @,-Z24S!3*,MM' !' 30..22 48&\$!,O0\$== \$ #, &! 003\$=- ' -3!4 #!
'= %a\$)" 3\$4!,! #,2M(, 32!,4 #!C\$=%M!T &'!%-Z 24S!-' R02'= ' 488!
,3!\$0822' #!2!&' !'2-%\$-88!F'1'M\$%='4&! /&4 #, -#39T *20*1' -!2!
S-' ,&- N
!
<N J \$0-3\$.!"0822!
!
A%- , &\$-!3*,MM',2 4&24!(0324'33!*\$0-3!&, &=,Z ' ! 28B'-1203!,1,2 M! M!&\$!
=" &&'!-' ,3\$4,(M#'= ,4 #3\$.!&' !%0(MN!! \$-!,4 !'2O-., &? ,24&4,4 O!
A%- , &\$-!,4 #!"2O-., &/, N3!A%- , &\$-9B'-1203!3*,MM' !,1,2 M(M! .\$.!&'B!
,O822!.2! !#,)3 !,!T " Z9'2S*&\$0-3!,!#,)N!!" .&- !*\$0-39\$40,MM' 3%\$43' !
&= ' !&\$!003\$= '-! 24R0223! 3*,MM'4&'W0 #!_! =240&3N!!/' 0824! 7<!
"Commercial Hangar Operator!(FBO)" 3*,MM' !'W00#'# !.-\$= ! &'3' !J \$0-3!
\$.!, 08222!-' R02'= ' 488N
!
]N C40-,4 O!
!
!"MM'== ' -O2M,4 #!E\$4!>\$== ' -O2M'" -\$4,0820MA%- , &\$-!3*,MM' !'
-' R02'# ! &\$! \$(&24!,4 #! =,2 4&24! 2430-,4 O! 2!,O0\$-# ,4O! T &'! &'!
>\$048[3!00--' 488!%%\$1'#!2430-,4O!-' R02'= '4 88N!>0--' 488!-' R02' #!
insurance coverage's and limits ,-' ! ,1,2M! M! ,&! &'! "2-%\$-&
Administrative Office and will be posted on the Airport's web siteN
!
/ \$4\$=, !>\$048!"2-%\$-88? 242= 0= ! /&4 #,-# 3!
!!
:: !

"I4 <@+!) *!+"I: @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
XHEHL"B!LH^KCLH? HEG/!
!
!
<N7! /' M0'M4S!,4 #!"2-O-,. &/' -124S!
!
/0(Y'O&\$!&'! O\$4#&\$43!,4 #!-' R02'= '4 &!'3&,(N*' #!2!/' O&\$4!7] !\$.!&'3' !
? 2!2= 0=! /& 4#,- #39!MM%-3\$ 439!2=39!,4 #!O\$-%\$,&\$43!\$%-, &2S!,2-O,. &\$4!
&'! "2-%\$-&=,)! =,2 4&249!' %2-!, 4#\\$-!.0'M&'2-!\$T 4!,2-O-,. &T &*&'2-!\$T 4!
'= %d\$)" 3N

"I4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
IKBB!/HL`C>H!+ A!
!
/H>GCÆ !)!-!IKBB!/HL`C>H!+ A!
!
IO M! ' -120! I+ A3!3*,M!C\$=%M!T & !7V&*! !. \$M!T 24S!3%0220? 242= 0=! /&4 #,- #39M!&*! !
/' O&4!<X'4 '- ,ML'R 02'= '4 8!&,&!,-' !,%&20 (M \$!,M!C\$== ' -02M\$%- , &\$-39,4 #!<V!
,M!%&20(M!M!T 3!,4 #!\$-#2!, 4039!.'# '-, M) 4#!3&&! ,12,&4!-' SOM&439,4 #!"2-%\$-&
LOM3,4 #!L'SO M&43N
!
]N7! /O\$%! \$.!"O&2&!
!
7N K4M33\$&*'-T2 3! 4\$&# 9,M!M%\$#00&!,4 #!3'-1203!=0 3&('! %\$1&# '!()!
Operator's employees using Operator's 1* 20V !, 4#!' R02%- 4&N
!
:N! Operator's products and services shall include, at a minimum, the
. \$M!T 24S!
!
,N! "12,&4! !0'MB! , 4#! B0(-20,4&8! 16' & !0 'M!"1S,39!,4 #! "2-O-,.&
B0(-20,4&8V
!
2N A%'-, &\$-!3*,M!M! '! Q%, (M \$.!# 'M!'-24S!, 4#!#2%4 324S!6' &
!0 'M!"1S,39!,4 #!, 2O-,.&B0(-20,4&824&!,M!\$'4 '- ,M, 12&4!
, 2O-,.&4\$=-,M!M!.-'R 0'4 824S!&*!"2-%\$-&N
!
22N A%'-, &\$-!3*,M!M! '! Q%(M \$.!%\$1&24S!,!-' 3%\$43! &-' !4\$&
&\$!W0 #!7a!=240&3!#0-24S!-' R02'# !*\$0-3\$.!,O&2&N
!
222N A%'-, &\$-3!3" Z24S!, 0&\$-P,&4!&\$!3' M!M! 1&-4 , 82! , 12&4!
.0'MB! =,)! (' !-' R02'# !&\$!C\$=%M&!,! &T'M! 'U:V!=\$ 4&!
&2M %-2\$#! (' .\$.-'! ('24S!,0 &\$-P' #! &\$! 3'MM, 1&-4 , 82! !
, 12&4! .0'MB! \$4! ,! %- = ,4 ' 4& (,323N+,3'# ! 0%\$4! 2&!
.2#24S39!.&-!&*! !C\$=%M&4!\$.!,4)!-' R02' #!&2M%-2\$#9
the Airport, in its sole discretion, may amend Operator's
B', 3! "S-" =4&! &\$! 2400#! , 0&\$-P,&4! &\$! 3'MM
, 1&-4,& 2! !, 12&4!.0' M
!
(N! @,33'4S'-9! >-'T 9!, 4#! "2-O-,.& X-\$04#! /' -120 39!/0%\$-88!,4 #!
"=' 4223 9!,4#!
!
!
! 2N +,SS,S'! *,4 #124S!
!
! 22N "2-O-,.&=- 3*,M!M!S!, 4#!&\$T 24S!
!
! 222N AWS'4 942&\$S'4 9,4 #!C\$=%-' 33'#!,2-!3'-120'3!
!
! 21N X-\$ 04#!%\$T' - !

"I4 <@+!) *+!": @!-!+>9) 4!">:97 K48-B><7!) 88) :) !+749;4 <;+ !
!
!
!
IKBB!/HL`C>H!+ A!
!
!
!
1N "2-O-,. &O! 42!S!3'-12O3!
!
ON "2-O-,. &? ,24& 4,4 O!
!
2N IO W/' -12O !+ A3!3*,MM' !,(M!&\$!%\$12# '!,4 #!, 332&T 2&!
-\$0&2! !+24\$-V!, 2O-,. &M! !,=,2 4& 4,4 O! UN'N9!O!#2!S!
%' 1'4 &&2! !,=,2 4&4 ,4O! ,3! #' . 2!# !2!7] !>I L! @,-&]<9
"%% 4#2N'!,4 #!'W!O!#2!S! =,2 4&4 ,4O! ,33\$O2&# #!T 2& !a; !
*\$0-9!7; ;! *\$0-9,4 4O,M2!3%O&2\$439# ,Y\$-!,M&, &2\$49,4 #!
=,Y \$-! -%,2-V! \$4! &'! ,2-.,=' 9 %\$T'- %M4&9!,4 #!
,33\$O2&# !3)3&= 3!\$.! X'4 '-, M"12,&2\$4! "2-O-,.& O%& &!
7: 9a;;!%\$04#3! ,W20 =! GZ '\$..!e '2S* &U GAeVN
!
22N A%- , &\$-! 3*,MM%\$12# '!, 2O-,. &,2-.,= '!, 4#!%\$T'-%M &
=,2 4& 4,4 O! 3'-12O3! &\$! X-\$ O%& C!,4 #! X-\$ O%& CC%2&4!
, 2O-,. &2!O!#2!S9! (O&4\$&M2&8# !&9b; !*\$0-9!7; ;! *\$0-9
,4 #!, 44O,M2!3%O&2\$43!U4 #!,33\$O2&# #!-' %2-3VN
!
N: B', 3'#!@'= 2'3! !
!
7N A%- , &\$-! 3*,MM*,1'! , #'R O,&! M #9! "%-\$4\@1'#! G2 # \$T 49!.,O2&2 3!
U',4 S,-39!&= 2!,M! =,2 4&4 ,4O9!, 4#!.O'M3&-, S'V9!4 #!1' *2M %&-Z 2!S!
&\$!,O&2\$ = \$ #,&! ,MM O&2!2&3! \$.!A%- , &\$-!, 4#!, MM%-%\$1'#! /O(N33" 39
(O&4\$&M3!&,4 !&'!.\$M!T 2!S5!
!
!
N! B', 3'#!@'= 2'3!-!&'-'! !&V!O-'3! U<;9_8; !3R0,-' !." &9!O%\$4!
T *2&!,MM' R02'#!2%--\$1'=' 4&2!O!#2!S!, %-\$491* 2M %&-Z 2!S9
-\$,# T,)! ,O&339!M #3O%2!S9!,4 #!,MM,O2&23! 24O!#24!&'! !.O'M
3&-,S' !.,O2&2V!3*,MM'! !&Q&# N
!
N! "%-\$4\@1'#! G2 # \$T 4! -!,%-%\$V&,&'M! &\$! UV!,O-' 3! 8b97;; !
3R0,-' !.' '&9T 2& !3O..224 &T '2S*&(',-24S!Q%, O&2!,4 #!,# 'R O,&!
%1'#! &2 # \$T 4!&\$!,O&2\$== \$ #,&! &'! 40= ('-9!&%' 9!4 #!32'! \$.!
(,3'#! ,4 #! &,4 324 &, 2O-,. &- ' R02&2!S! G2# \$T 4! 3%O! ,&! &'!
Operator's Leased Premises.
!
ON I,O2&23!-!7] 9; ; !3R0,-' !." &U& &W!O\$32&2!S!.&'!.\$M!T 2!S5!
!
2N G-= 2!,M3%O! -!&9;; ; !3R0,-' !." &2\$!2!O!# '!,# 'R O, &!
3%O! !.\$-! O' T!,4 #!% 33'4S' -!N&O4S' U3V! !2* &M4 42!S!
-\$-\$=9! O\$4.-' 4O! -\$-\$=9! %O(M&M %&\$4'39!-' 3&\$-\$=3 9!
T 2'M 33!#,&! ,O&33! !2!2V!,4 #!,# 'R O,&! 3%O! !.\$-!
'= %&9!)" !\$.2O39!T \$-Z!,-',39!4 #!3&\$-,S' N
!
/\$4\$=, !>\$04&!"2-%\$-8? 2!2= O=! /&4 #,-# 3!
!!
<=!

"I4 <@+!) *+!": @!-!+>9>) 4!":>:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
IKBB!/HL`C>H!+ A!
!
!
22N ? ,24&4 ,4O! ,-' ,!-!8;; ;!3R0,-' !." &\$!2100#', # 'R 0,&' !
3%O'!.\$-! '= %\$!)'' !\$...2039!T \$-Z!,-' ,39! 4#!3\$,-, S'N!
!
222N J ,4 S,-! 3%O' !-!7; 9;;; ;!3R0,-' !." &\$!.IT *20',&M 3&<9;;; ;!
3R0,-' !.'!&! 3*,MM(' ! ! #'# 2) &# ! &\$! %\$1#2S! "2-O-,.&
? ,24&4 ,4O! 3'-1203N
!
!
! #N ` '* 20M @,-Z2S!
!
2N Vehicle Parking shall be in close proximity to Operator's!
=,2 4!.,O20!,4 #!30..22 4&8\$,O0\$== \$ #,&'! A%'-,&\$-!,4 #!
&4 ,4&003\$= '-39!%33' 4S'-39!,4 #!'= %\$!)'' 3!\$4!,! #,2M!
(,323N
!
]N< 10 'M/\$\$-,S' !
!
7N A%'-, &\$-!3*,MM 3'9!0\$43&00&\$-!213&MM 4#!=, 21&24!,4 !\$4Q2-%-&.0'M
3\$-,S' !.,O20!,2!, !\$0,&\$4!,%%\$1# !()!&' !>\$04&N
!
:N! 10 'M 3\$-,S'! .,O20! 3*,MM*,1'! &\$&MQ%,O20! &*,&! T 2M%\$12#', 4!
,# 'R 0,&'! 30%#M! \$.!,12&2\$4! .0'M &\$! 3'-1' !&'! 4' '# 3!\$.!(,3' #!, 4#!
221'-,4 &"2-O-,.&N!C44\$!1'4&! 3*,MM&'! &\$&M3\$-,S' !Q %O20! ('!' 13!
&*,45
!
!
! ,N! ; 9;;; ;!S,M043!\$-!6&!"!1.0'M3\$-,S' !
!
!
(N! 7; 9;;; ;!S,M043!\$-!"1S,3!3\$-,S' !
!
!
! ON E \$!=\$ -' !&, 4!a9; ; !S,M043!\$-!', O*!8%' !\$.!, 12&2\$4!!
!
! .0'M3\$-,S' !
!
!
<N A%'-, &\$-!3*,MM!&23!3\$M 'W%43'9!=,2 4& 21!&'! !.0'M3\$-,S' !.,O209!,MM
2%-\$1=' 4&8!&'-' \$49!4 #!,MM)%0-&4,4 O3!&'-' &\$92!,! %' 3'4&(M!
0\$4#20\$4!0\$432&4 &T &\$!S\$#!(032'33!%,O&0! ,4 #!' R0,M&\$S-!('8&- !
&,4!2!,%%, -, 4O! ,4 #!O*,-,O&'! &\$!\$&'! 322M!2%-\$1'='4&3!\$4!&' !
"2-%\$-&N
!
]N! A%'-, &\$-!3*,MM#'\$ \$ 43&,&'! &*,&!3,83,O&\$-)! ,--, 4S'=' 4&8!*,1'! (" 4!
=# '!' T &\$!,! %&-\$N0 = !30%#2\ #2&2 0&-! .\$.-!&'! #M1'-)! \$.!,12, &\$4!
.0'M3!2!&'! R0,4&23!&*,&'! !4'O'33,-)! &\$!=' '&!&'! -' R02'=' '4 83!3' &
.\$-&!2!,4!,%%\$1# !.0'MR0,M0!%\$S-,=N !
!
aN A%'-, &\$-!3*,MM*,1'! ,4!,%%\$1# !T -2&4!/2M@-'1'4&2\$4!>\$4&2S' 4Q!
and Control Plan ("SPCC Plan") that meets L'S0 M&\$-)! L'R 02'=' '4 83!.\$-!
/\$4\$=, !>\$04&!"2-%\$-80? 212= 0=!/&4 #,-# 3!
!!
:] !

! ! !
! ! ! IKBB!/HL`C>H!+ A!
! ! !
.0'M3\$-,S' !,O223N!! "4!0%#,&#! O\$%! \$.!&*! /@>! @M!3*,MM('!.2V#!
T &*! &*! "2-%-& ? ,4,S'- !,&! M! 3&<;! #,)3 ! %Z-! &\$! O\$== '4 Q4S!
\$%- , &\$43N
! !
_N A%-, &\$-I3*,MM!'! N(M, 4#I3*,MM2#'= 42)!&*! >\$04&!. \$-!,MMM Z39!3209!
\$-!\$&*!-! #,=, S'! &*, &= ,)! -' 3ON&&- \$OS*!&*! *, 4#N4S!, 4#!#B%4 3AS!\$.!
.0'MN
! !
bN A%-, &\$-I3*,MM!'!-' 3\$432 M.\$-!4 30-24S!&*! RO,M2,\$.!,MMO'M3\$#N
! !
8N A%-, &\$-!3*,MM=-,Z '! ,1,2M N9!0%\$4!-' ,3\$4,(M T-2&&4!4\$&O9!,&!,MM
&E' 3#0-24S!4\$=-,M 032'33!*\$0-39.I\$-!243%O&Z4!()!>\$04&9!23,O #2\$-3!
\$-!\$&*!-! ,O&\$-P'#!-' %' 3'4 &21'39!,MM-' R02'#!(\$ \$Z39!' O\$-#3!,4 #!
,OO\$04&924O0#24S!-' O\$-#3!,4 #!,OO\$04&8!-' M&24S!&\$!&*! @'=- B'39!&*!
#' N1-')!\$.!0'M&\$!&*! @'=- B'39!MMO'M#B%4 3'#9,4 #!&*! QMOOM&\$4!\$.!
-' 4&,4 #!." 3#0' I&\$&*! >\$04&N
! !
]N!] IO 'M4S!HR02%= '4 &
! !
7N A%-, &\$-I3*,MM',1! &T \$!\$%- , &24S!,4#!.0NM .04O&\$4,M6'&"!IO 'M'.0'M4S!
1'* 2VB!*,124SIQ%,O&2 3\$.,&IM 3&<9;;; !,4#la9; ;!S,M&43!, O*N
! !
:N! A%-, &\$-!3*,MM',1! !&T \$!\$%-,&24S!,4 #!.0NM .04O&\$4,M"1S,3!-' .0'M4S!
1'* 2VB!*,124S!,IQ%,O&2!\$.,&IM 3&ba; !S,M&43!, O*N
! !
! !
, N "!.2V# !"1S,3! U'MQ'-12OV!-' .0'M4S!3)3&= IQ4 !('3O(3&20 &#!.\$-!
,4 !"1S,3!-' .0' N4S!1* 2VM2!O &\$-P' #!()!&*!"2-%-&N
! !
<N "2-O,-.&-.0' N4S!1* 2VB!3*,MM('!' R02%#!T &*!=&'2 4S!#12O3! &*,&!
=" &,MM,%&2D(M L' SO M&\$-)! L'R 02'= '4 &8N!! A4!' -' .0'M4S!1' *2VM
#B%4324S!6'&!"! .0'M3*,MM',1! \$1'-O&* Q 24S!,4 #!3ASM %\$24&,2O,-.&
3'-12O4SIQ%.(22N!"MM'. 0'M4S!1' *2VB!3*,MM!' (\$&=&= !\$,## N
! !
]N! H,O*!-' .0'M4S!1* 2VM3*,MM!'!R 02%# !,4#!= ,24&24'#!&\$!O\$= %YIT &*!
,MM,%&2D(M! 3,. ' &!, 4#!.2' !%' 1'4 &\$4!-' R02'= '4&8!\$-! 3&4 #,-# 3!
24O0#24S!T &\$ \$0&2&2&2&49&\$3'! %-3O-2' #!()5!
! !
,N! G*'3' !? 2420 =! /&4 #,-#3!,4 #!,MM\$&*!-',%&2D(M L'SO M&\$-)!
L'R 02'= '4 &8f!
! !
(N! /&&'!\$.>,M2\$-42 !!2-' !>\$#!, 4#!N10,N12-' IF B&2O&!
! !
ON 7]! >IL ! @,-& 7<c9! "2-%-& >'&22&2&49!/' O&\$4! 7<cN<7 !
“Handling/Storing of Hazardous Substances and Materials”.!

/\$4\$=, !>\$04&! "2-%\$-89? 212= 0=! /&4 #,-# 3!

!!

:a !

"I4 <@+!) *+": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
IKBB!/HL`C>H!+ A!
!
!
#N "%%10 ble FAA AC's including AC 00034 "Aircraft Ground Handling and Servicing" and AC 150/5210C "Painting, Marking and Lighting of Vehicles Used On An Airport".!
!
]Na! HR02%4& !
!
7N A%-, &\$-! 3*,MM*,1'! , # 'R 0, &! HR02%=' 4&.\$-! -'O*, -S24S! \$-! '4 '-S2P24S!
#20, -S'#! , 2O-, .&(& -23N
!
:N! A%-, &\$-! 3*,MM*,1'! \$4' !, 2O-, .&80S!U4 #!&T !(-, -3V!* ,124S! ,! -, &# !#-, T!
(, -! Q%, O2) 30. 22 4&8\$! =" &8'! &T 24S! -' R02' = ' 4&\$.! &8'! , 2O-, .&
4\$ =, M1. -' R0' 4&24S! &8' !I0 M1' -12O' !I+ A N
!
<N A%-, &\$-! 3*,MM*,1'! , &M, 3&\$4'! U'Va; !S, M\$4 !3% 2M23N
!
]N! A%-, &\$-! 3*,MM*,1'! , # 'R 0, &! 40=(' -! \$.! , %\$1' #! , 4 #! -' S0MM!
243%O&# !#-)! O*'= 20M.2'! 'W&4S023*'-! 0423!T 2& 24!, MM*, 4 S, -39!4 #!
3*\$%, - ' , 39\$4!, %\$4!, - ' , 39!&!.0'M3\$, -S' !., O2239!4 #!\$4!, M15-\$04#24S!
, 4 #! -' .0'M24S!1* 203N
!
aN A%-, &\$-! 3*,MM*,1'! , MM R02%=' 4&! 4'O'33,-)! .\$.!&8' !%\$%- !%- . \$=-, 4O !
\$.! , 2O-, .&= , 24&4, 4 O! .\$.! , 2O-, .&-! S0MM! .- ' R0' 4&24S! &8'! "2-%\$-8024
accordance with applicable FAA regulations and manufacturers'
3%O22&2\$43N
!
]N ! @'-3\$44'M
!
7N A%-, &\$-! 3*,MM#1'M\$%, 4 #! =, 2 4&24! /&4 #, - #! A%- , &24S! @S0# 0-' 3!
U@V.\$-! .0'M24S! , 4#!S-\$04#1* , 4#M24S! , 4 #!3*,MM4 30-' !O\$=% M24O! T 2&!
3&4 #, -#3!3&!. \$.-&8' 24! !"" !">! ; ; Q4A "Aircraft Ground Handling and Servicing." Operator's SOP shall include training plan, fuel quan
, 330-, 4 O! %\$O# 0-' 3! , 4 #! -' O\$-#! Z" %24S9! , 4 #! '= '-S '4 Q! -' 3%\$43!
procedures to fuel fires and spills. Operator's SOP shall also address: (1)
(\$4#24S!\!S-\$04#24S!.2' !%\$&O&24f!UV!%(M1%\$&O&24f!kVDS4&\$NM\$.!
, O033! &8'!.0'M3\$, -S' !., O223f! , 4 #! UV! =, - 24S! , 4 #! M 'M24S! \$.! .0'M
3\$, -S' !&4 Z3! , 4#! -' .0'M24S! 1ehicles. Operator's SOP shall be submitted
&8'&8'! >\$04&4 \$4!M&8'! &8' , 4!<; !#,) 3 !('.\$- ' !&8'! A%-, &\$-! O\$=' 4O3!
, O2123! , &8'! "2-%\$-8NICB%O&243B*, MM! 'O\$4#0O&#!()!&8' !>\$04&4 \$4!
, !% -2#20(, 323 &8'! 430-'! O\$=% M24ON!
!
:N! A%-, &\$-! 3*,MM*,1'! , & M 3&\$4'! U'V!%\$% -M &, 24' #! , 4 #! R0, M2# !
'= %80)" 9\$4! , O*!3*28%\$124S! , 2O-, .&.0'M24S9%-Z 24S9!4 #!S-\$04#!
3'-12O3!30%\$-8N
!
/\$4\$=, !>\$04&8!"2-%\$-80? 242= 0=!/&4 #, -# 3!
!!
:_ !

"I4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!
IKBB!/HL`C>H!+ A!
!
!
!
<N A%'-, &\$-! 3*,MM*,1'! , & M 3&\$4'! UV!%\$%-M &,24' #! ,4 #! R0,M2# !
'= %\$!) " 9\$4!', O'!3*2&UW0%&.-\$=! &'! *\$0-3\$.!85 ;! @?!&\$!_5; !" ? V
&\$!%\$1# '! 003&\$=- !3'-1 20! ,4 #!30%&\$-&N
!
]N! A%'-, &\$-! 3*,MM*,1'! , & M 3&\$4'! UV!!" ! 204 3'#! "2-.,= ' ! ,4#!
@\$ '-% M4&G'O*4204 !'=%\$!)# !()!A%- ,&\$-!, 4#!%\$%-M)! &, 24' #!,4 #!
R0,M2# !&\$!%- .\$.=-! , 20-., &= ,24&4 , 4O! \$4!, 20-., &.-' R0' 4&4S! &'!
"2-%\$-&,4 #!3*,MM(' ! \$4O&8!, 4 #!\$4O&' =23'3! .\$.-!,&! M 3&2S*&*\$0-3!
during Operator's hours of activity, five days a week, or have a licensed
='O* ,4 2004#'-! O\$4&,O&&\$!%\$1# '! 3'-120N!
!
]Nb! J \$0-3\$.!"O&1&!
!
7N "2-O-., &.0'M4S!,4 #!M(-204 &!,4 #!%33'4 S'-9!O'T9!, 4 #!,2-O-., &S-\$04#!
,4 #!M4S!3'-12039!30%&\$-80!,4 #!,=' 4&23!3,MM(' ! O\$4&40\$03M\$.-' ' #!
,4 #!,1,2M(M &\$!= " &-' ,3\$4,(M #' =,4 #3\$.!&'! %O(M\$.-\$!&B!, O&1&!
3'1' 4!#,)3 !,!T " Z!U&100#21S!*\$N#,)3 V.-\$=! _5;; !"? !&\$!85; !@?N!G*'3'!
3'-1203!3*,MM'!,1,2M M ,. &-! *\$0-39\$4O M&T &!'-'3%\$43'!&-'! 4\$&&\$!
'W0 #!_!;!=240&3N
!
:N! "2-O-., &= ,24&4 , 4O! 3*,MM'! O\$4&40\$03M\$.-' '# !,4 #!,1,2M(M &\$!= ' &
-' ,3\$4,(M #' =,4 #!\$.!&'! %O(M\$.-\$!&B!, O&1&!.21'!#,)3 !,!T " Z9!2S*&
\$0-3!,!#,)N!!"2-O-., &= ,24&4,4 O !3,MM'!,1,2M M ,. &-! *\$0-39\$4O M&T
T &!'-'3%\$43'!&-'! 4\$&&\$!'W0 #!_!;!=240&3N
!
]N8! "2-O-., &L'=\$ 1,M
!
L'O \$S4P21S! &*, & , 20-., & -'=\$ 1,M B! &'! -'3%\$43!200! \$.! &'! , 20-., &
\$T 4'-\ \$%- , &\$-9!&'! A%'-, &\$-! 3*,MM(' ! %' %-' #!&\$!M4#!,33B&4 O! T &21!<;!
=240&3!21\$-#'- !&\$!-,2 4&24!&'! \$%- , &\$4,M' ,# 21'33!\$.!&'! "2-%\$-&N
!
]Nd! C40-,4 O!
!
A%'-, &\$-! 3*,MM'! -' R02'#! &\$!\$(&24!,4 #!-,2 4& 21!2130-, 4O! 21!,O&\$-#,4 O! T &*&!
&' !>\$04&[300--'4 &,%&\$1'#! 2130-,4 O !-' R02'=' '4 &N
!
!
!

"!4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
!!'CL>L "IG !? "CE GHE" E >H!A@H"GAL !U+ AV!
!
/H>GCAE la!-!"CL>L "IG !? "CE GHE" E >H!A@H"GAL !U+ AV!
!
"2-O-., &? , 2&4 , 4O! A%- , &\$-3!3*,MMO\$=%M!T 2&!*7V!&!'! . \$M!T 24S!3% O2O? 242=0 = !
/&4 #,-# 39!V!&!'! /' O&\$4!<X'4 '- , M! R02' ='4&3!& , &,-' !,%%O(M &\$!,MMO\$== ' -O2M
\$%- , &\$-39!, 4#! <V!,MM,%%O(M M T 3!,4 #! \$-#24, 4O39!.' #'- , M,4 #! 3&&!' ,12,&24!
-' SO M&2439,4 #!"2-%\$-8LOM3!4 #IL'SO M&243N
!
"4)!%-3 \$4!\$-!' 4&24! #3 224S!&\$!3'MM0'M3*,MMO\$=%M!T 2&!*&!'! ? 242=0 = !/&4 #,- #3B'&
. \$-& 24!/' O&\$4!9!IO M! -1O! I+ AN
!
aN7 B', 3'#!@'= 23'3!UB'33" !\$.!/&4 #!"\$4' !,O2M!\$-!B,4 #!.\$-!F'1'M\$%='4&V!
!
7N A%- , &\$-!4 S,S24S!24!&24! O&24!T* \$!B!B'33" !\$.!/&4 #!,M\$4' !,O2M!
\$-!,! B'33" !\$.!M #!.\$-!#1'M\$%='4 &3*,MM*,1'! ,# 'R O,&! M #9!,%\$49
.,O2M239!, 4#! 1' *2M! %-Z 24S! &\$!,O&\$== \$ #, &!,MM, O&2423! \$.! &!'!
A%- , &\$-!, 4#!, M!%\$1' #!/O(M3" 33! O&4\$&MB3!&, 4!&!' !. \$M!T 24S!
!
! ,N! B', 3'#!@'= 23'3!-!A4' ORO,-&' -!O-' !U; 98c!3RO, -' !.' '&M, 4#!!
! ! J,4 S,-!, -' ,!3*,MM!'!,&M 3&<9; ;!3RO,-' !." &\$-\$!MS' !'4 \$OS*!&\$!!
! ! ,O&\$== \$ #,&!' &!' !MS' 3&, 2O-.,&O4#'-S\$ 24S!,2-O-., &!
! ! =,2 4&4,4 O !\$&'! &*,4 !%' 1' 4& &2!'! , 2O-., &= , 24&4,4 OV9!
! ! T *2*'1'- !B5-', &-924!, 4!,-' , #!324' #!24!&!'! "2-%\$-&? ,3&- !!
! ! @M!3!,%\$1' #!.\$-!O\$== ' -O2M03'N@'=- ,4' 4&3&O&O-' 3!!
! ! Q4 4\$&\$O&O% !=\$ -' !&*,4!a; i !\$.!&!'! M 3'#!%\$%-&)N
!
aN! B', 3'#!@'=23'3!UB'33" !24!,! ? O&24M B'33" !,O2M!9!/O(M3' '9!\$-! ? O&24M!
"O&24!A%'- ,&\$-V!
!
A%- , &\$-!4 S,S24S!24!&24! O&24!T* \$!B!2&'- !,! B'33" !24!,! ? O&24M B'33" !
! ,O2M!9!,!/O(M3" 9\$-!,! ? O&24M "O&24!A%'- ,&\$-!3*,MM*,1'! ,# 'R O,&! ,%\$49
.,O2M239!, 4#! 1' *2M! %-Z 24S! UMM !O,&# ! T 2&24! O&B'! %\$V2&V! &\$!
 ,O&\$== \$ #,&!,M!O&2423!\$.!&!'!A%- , &\$-9! O&4\$&MB3!&, 4!&!' !. \$M!T 24S!
!
 ,N! !,O2M!23!3*,MM!O&O#!'! O&3\$=' -9!#=242&&24!9!=,2 4&4 , 4O! ,-' ,3! , 4#!
,4 S,- !,-' ,3!T 2&!&\$&MBRO,-' !.\$&\$S '!\$.5
!
2N J,4 S,-!, -' ,!3*,MM!'!,&M 3&<9;;; !3RO,-' !." &\$-\$!MS' !'4 \$OS*!&\$!
 ,O&\$== \$ #,&!' &!' !MS'3&! , 2O-.,& O4#'-S\$ 24S! , 2O-.,&
= ,24&4,4 O !\$&'! &*,4 !%' 1'4&, &2!'! , 2O-., &= ,24&4,4 OV9!
T *2*'1'- !B5-', &-N
!
aN4 "2O-., &@2424S!
!
/\$4\$=, !>\$04&!"2-%\$-8? 242=0=!/&4 #,-# 3!
:8 !

7N A%-, &\$-! '4 S,S24S!24!&*B!, O&L&L!T* \$!B! 2&*- !,! B'33" !24,! ? 0N&24M!
B'33" !!,O2N&249! !/0(N&3" 9\$-!,! ? 0N&24M "O&L&L!A%-, &\$-!3*,MM*,1' !
,# 'R 0,&! , %\$49!,O2N&2439!,4 #!1* 24M %-Z 24S!UMM&O,&# !T 2&*2!O&3' !
%\$V2&24V!&\$!,O&\$== \$#,&' !,MM, O&L&L&23!\$!&*' !A%-, &\$-9(0&4\$&N&3!
&*,4!&*'!.\$MMIT 24S5

2N I,O2N23!-!"# =24B&, &2! ,4 #!?, 24&4 ,4O! ,-' ,! 3*,MM('!
,&! M 3&a;; !3R0,-' !." &8\$!2400##! ,#' R0,&! 3%O"! .\$.!
'= %99)" !\$..2039!T \$-Z!,-' ,39!3*\$%,,-' ,39!,4 #!3\$&-,S' N!
Operator's customers shall have access to a customer
N04S' !2!4'O'33, -)V!,4 #!-! 3&\$S=3N!

2N J,4 S,-! ,-' ,!3*,MM(' !,&!M 3&<9;; ;! 3R0,-' !.' ' &\$-!MS' !
'4 \$OS*!&\$!,OQ\$==\$ #,&! &'! MS' 3&,2O-,&04#'-S\$ 24S!
,1\$42B\$-!243&0='4 &-'=\$ 1,M\$-!-' %4,0'=' 4&9T *20*1'- !
25-', &-N

:N! @'3\$44'M3*,MM'!%\$%-M O-&2D &# (!)!&'!! "9!D--' 4&9,4#!*\$M!&'!
,%%\$%2 &! -,&24S3!\$-!&'!T \$-Z!('24S!%- .\$.=' #N

A%-, &\$-!3*,M%\$1#!,!30.22 4840= (-!\$.!%- 3\$44'M\$!,# 'R 0,&'M!, 4#!3,. 'M!
Q--)! \$0&,0212!,4 #!&\$!=" &&'! -',3\$4,(M #'= ,4 #3!\$.!&'! %(1213" 24S!
300*!3'-1203N

A%-, &\$-! 3*,MM%\$12#! 30..224 & 3*\$% 3% 09! ' R02%=' 4& 30%12B9! ,4 #!
 ,1,2 M 220!\$.!%- &3!-' R02' #!.\$-10-8220&54!, 3!4 !" "!"L%, 2-!/ &8&54N

<7!

/\$4\$=, 1>\$048!"2-%-80? 212= 0=!/84 #,-# 3!
 <: !

"I4 <@+!) *+!"I: @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!!!!!!!"CL>L"l GLHE G'B!UI+AV"E F !!BCXJ GGL"CE CEX!A@HL" GAL /!UI+AV!
/H>GCÆ !b!-"CL>L "IG !LHEG"B!U+ AV!"E F !!BCXJ G!GL"CE CEX!A@HL" GAL /!U+ AV!
!
H,O*!"2-O-.,&L' 4&MA%-, &\$!,4 #!IM&* &G,2421S!A%-, &\$-!3*,MMO\$=%M!T &\$!7V!&\$' !
.\$M!T 24S!3%O22? 242= 0=! /&4 #,-# 39!M!&\$'! /' O&\$4!<!X'4 ' -,ML'R 02' ='4 &1&,&!,-' !
,%&10(M! &\$!,MMO\$== '-O2M \$% -,&\$-39!4 #!<V,MM,%&10(M! M!T 3!,4#!\$-#21,4O39!
.'# '-,M,4#!3&&!,12, &\$4!-' S0M&2\$439!4#!"2-%&-&L0M3!4 #!L'SO M&\$43N
!
bN7 B04 3'3!4 #!>'- &20 &\$43!
!
@'-3\$44'M%- .\$.=24S!, 2O-.,&%\$.224 Q! O*'OZ3!4 #\\$.!..M&* &&,2421S!3*,MM(' !
%\$%-M)! O-&220 &# !()! &\$'! I"" 900--' 4&0!4 #!*\$M!&\$'!,%%\$%\$2&!' -, &21S!.\$-!
&*!, 2O-.,&('24S!0&27# !,4 #\\$.!..M&* &&,2421S!('24S!%\$12# ' #N
!
bN! @'-3\$44'M
!
A%-, &\$-!3*,MM%\$12#',!30..22 4&40= ('-! \$.!%- 3\$44'M&\$!,# 'R 0,&M)!,4#!3,. 'M!
Q--)! \$0&, 2O-.,&-!4 &M,4 #\\$.!..M&* &&,2421S!,4 #!&\$!="" & &\$'! -',3\$4,(M!
#=' ,4 #3\$.!&\$' !%0(M!&='= ('-3 !3' 'Z 24S!30O*!3'-12O'3N
!
bN\$ HR02%='4&!
!
A%-, &\$-!3*,MM!,1'!,1,2 M! M!.\$-!-' 4&M\$-!03'!2!..M&* &&,2421S9!2&\$'-\$! \$T 4'# !()!
\$-!04#'- !T -2&4 !M! 3'!&\$!A%-, &\$-!,4 #!04#'- !&\$'!'W0032'! O\$4&\$N\$.!A%-, &\$-9!
,!R0,4 &2&!,4#!&9%' !\$.!O-&22# !,2O-.,&,#'R 0,&!. \$-!&\$'! &9%! \$.!-' 4&M,4#!..M&* &
&,2421S!\$..-' #N!
!
bN! C40-,4 O!
!
A%-, &\$-!3*,MM!'!-' R02'# !&\$!\$(&24!4 #!=,2 4& 24!2430-, 4O! 24!,OO\$-#,4 O! T &\$!
&\$' !>\$04&[300--'4 &0,%&\$1'# !2430-,4 O!-' R02'=' '4 &N
!

"!4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
!
IBDCEX!>BK+ /!
/H>GCAE !8!-IBDCEX!>BK+ /!
!
"! ! NY24S!>M(!3*,MM('!' -' R02' #!&\$!C\$= %M!T &\$!&\$!'. \$M!T 24S!24!\$-#-'! &\$!('!' 'W'=% &# !
.-\$=! &\$!' C\$== '-O2M\$%-, &\$-!3&4 #,-# 3!3!&\$!')! ,%M!&\$!.M\$* &243&00&\$4!,4 #!,2-O-,.&
=,2 4&4,4 O N!M24S!>M(3!3*,MM!M\$!\$(&24!,4 #!=,2 4&24!2430-, 4O! 24!,O C\$-# ,4 O !T &\$!
&\$' !>\$04&[3 O--'4 89,%&\$1# !2430-,4 O !-' R02'=' '4 88N
!
8N7! E\$ 40@\$. &M!M24S!>M(!
!
! 7N "!. NY24S! O!(! ! =0 3& ('!' ,! 4\$4%\$. & C\$-%&\$-, &24! \$-! \$-S,4 P,&24! ,3!
! '12# '4 O #!()!,- &OVB \$!.!24 C\$-%&\$-, &24! \$-!, %&\$%2&\$! M\$,M!#\$ O=' 488N
!
! :N! `'-2.20 &24! \$.! 4\$4%\$. & 3&803! 3*,MM('!' 3O(=2&&#! &\$! &\$!' "2-%&\$-&
! ,4 40,M! ()!.\$-T , - #24S!,! ' #'-, M4&- 4,M!1 ' 40' !/' -120! ! \$-! cc; !U2!
! -' R02'# ! ,O C\$-#24S! &\$! C!/' -' S0M&243V \$-!,! %\$%-M! 'W'O0&#! , 4#!
! notarized statement signed by a club officer affirming the club's
! C\$4&24024S!4\$4%\$. &23&803N
!
! <N H,O*! != ('!' = 03&('!' ,! (\$4!,.2# ' !%- &M\$T 4'-'! \$.! O!(! ,2-O-,.& \$-!
! 3&C\$*\$M!- !24!&\$!'! 4\$4%\$. &24-S, 4P, &24!
!
!]N! "M!O!(! ,2-O-,.&3*,MM('!' \$T 4'# !()!&\$!'! 4\$4%\$. &C\$-%&\$-, &24! \$-!\$T 4' #!24!
! C\$== \$ 4!()! ,M! = (' - 3N!AT 4'-3* 243*,MM('!' '12# '4 O #!()! ,! C\$%\$! \$.!
! each club aircraft's current FAA Certificate of L'S 2&,&249T *20*!3*,MM('!
! .2# !T &\$!&\$!'! "2-%&\$-&
!
! aN A club's aircraft will not be used or rented by any person other than bona
! .2#! O!(! != (' -3N!E \$! %-\$3 4! =,)! 03! O!(! ,2-O-,.& \$.-! C\$== ' -O2M
! \$%-, &243!,3!#'. 24'# !()!&\$!'3' !? 24= 0= ! /&4 #,- #3N
!
! _N Clubs will file and keep current with the County a complete list of club's
! \$.20-39!#2'O&\$-39!,4#!S'4 '-', M! = (' -3* 24,4 #!&\$!'! 241'3&= '4 &3*,- ' !
! *!M!()!', O*! = (' -N! ##&24,M!9&\$!'! >\$04&[3*,MM('!' %\$12# '!,! M&\$\$.!
! != (' -3! R0,M2 2#! &\$! %-.\$- = ! =,2 4&4 , 4O ! ,4 #! -' M&# ! &O*42M
! 3'-1203!\$4!O!(! ,2-O-,.&
!
! bN "M! =,2 4&4,4 O! , 4#-' %2-!3'-1203! 3*,MM('!' -' 4#-' '# !()! ,! O-220&' #!
! ,2-O-,.& &O*420 4IT *\$!2!!(\$4!,.2#! O!(! != (' -! T *\$!#\$'3!4\$&-! O21'!
! = \$ 4' &-)! C\$=% '4 3, &24!.\$-!300*!3'-1203 9\$-!&\$!'! >M(!=,)! C\$4&,O&T &\$!
! ,! >\$= ' -O2M ? ,24&4 ,4 O! A%- , &\$-! ,0 &\$-\$-P# ! &\$! C\$4#00& ,2-O-,.&
! =,2 4&4,4 O !,&!&\$!'! "2-%&\$-&04#-'! &\$'3' !? 24= 0= ! /&4 #,- #3N
!
!

"!4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

! ! IBDCEX!>BK+ /!

! 8N >M(3B*,MM4,Z '!,1,2M M0!0\$4!-' ,3\$4,(M T-284 !4\$809!.\$-!213%08\$4!

! ()!>\$0489!28!, 0#28\$-3!\$-!\$&'!- !,0 &\$-P# !-' %'3' 4& 82!39!,MM' R02' #!

! (\$\$Z39!O\$-#3!, 4#!,O0\$048!\$.!&'!>M(N

! !

! cN "MM.M\$*& 213&008\$4!3*,MM(' !O\$4#00&#!()! , 4!!" !O -822Q&' #!.M\$*&

! 213&008\$-! T*\$! B!,! (\$4,! .2#! O0(!=' ('- ! T*\$! #3'! 4\$&- ' O21' !

! =\$ 4' &-)! O\$=%'4 3, &\$4!.\$-!300*!3'-1203 9\$-!&' !>M(!=,)! O\$4&,O&T 28'!

! !+ A3!,0 &\$-P# !&!O\$4#00&.M\$*&213&008\$4!,&!&' !"2-%\$-8!04#-'! &'3' !

! ? 212= 0=! /&4 #,-# 3N

! !

! 7;N! >M(3!,4 #!O0(!=' ('-3 !,-' !%\$*2 2&#!.-\$=! 3'M2S!\$-!M 32S!,4)!S\$S#3!

! \$-!3'-1203!T *,&3\$' 1'-! &\$!,4)!%-3\$ 4!\$-!4 82!\$&'!&' ,4!, !=' ('-! \$.!&'!

! &'! O0(!30(Y'0&\$!&' !.\$M&T 21S!M2&&2\$435!V!&'! O0(!=,)! \$4M!3'MM

! (,320%28830%812B!-' R02'# !()! !=' ('-3! &\$!O\$=%'M&! !" '3 &(M\$*' #!

! -' R02' = ' 488!\$.!&'2-!.M\$*&,2421S!O--2000=9!,4 #!(V&'! O0(!=,)! 3'MM

! \$-!'W0,4 S'! 28Q%2&M R02%4&! &\$!4\$4Q=' ('-3N!

! !

! 8N:! @2!,& !IM24S!>M(3!E \$8!+ A3V!

! !

! 7N @2!,&! IM24S! >M(3! , -' ! 4\$& O\$432#-' #! >\$== ' -O2M "'- \$4,0 8QM

! A%-, &\$-3!,4 #!3*,MM4\$8('!' -' R02'# !&!=" &8!' =242= 0= !3&4 #,-# 3!

! 3820M& #!.\$-!,! >\$== ' -O2MIM24S!>M(!3\$!M4S!,3! &'! @2!,&! IM24S!

! Club's memberships are not available to the general public.!

! !

! :N! E\$! !=' ('-! \$.! ,! @2!,&! IM24S! >M(!3*,MM-' O21'! O\$=%'4 3,&\$4!.\$-!

! 3'-1203!%\$12# # !.\$-!300*!@2!,&! IM24S!>M(!\$-!288!= ('-3!04M3!300*!

! !=' ('- !B!,!>\$048!, 0&\$-P# !>\$== ' -O2MA% -,&\$-N

! !

! <N E\$!%-3 \$4!\$-!' 488!3*,MM03'!@2!,&! IM24S!>M(!"2-O-, .824!'W0,4 S'!.\$-!

! O\$=%'4 3, &\$4!\$.!, 4)!Z21#92100#21S!&'! 'W0,4 S'! \$.!S\$S#3\$-!3'-1203!.\$-!

! S\$S#3\$-!3'-1203!Q ,-&'- V!

! !

!]N H,O*!@2!,&! IM24S!>M(!=' ('-! = 03&*,1'! , 4!\$T 4'-3 *2!21&' 3&21!

! @2!,&! IM24S!>M(!&,&!B!12#4 O #!()!, !T -284 !#\$O=' 48,OO%&(M&\$!

! &' !"2-%\$-8N

! !

! aN @2!,&! IM24S!>M(3!, 4#!O0(!=' = ('-3 !,-' !%\$*2 2&#!.-\$=! 3'M2S!\$-!!

! M 32S!, 4)!S\$S#3\$-!3'-1 203!T *,&3\$' 1'- !&\$!, 4)!%-3\$ 4!\$-!' 488!\$&' -!!

! &' ,4!, !=' ('-! \$.!&' !O0(!30(Y'0&\$!&' !.\$M&T 21S!M2&&2\$435,M!&'!!

! O0(!=,)! 3'MM(,320%28830%812B!-' R02'# !()! !=' ('-3! &\$!O\$=%'M&! !" "!!

! '3 &(M\$*' #!' R02' ='4& 3\$.!&'2-!.M\$*&,2421S!O--2000=9!, 4#(V&' !!

! O0(!=,)! 3'MM\$-'W0,4 S'! 28Q%2&M R02%4&N!

! !

"I4 <@+!) *+!": @!-!+>9>) 4!">:97 K48<7!) 88) :) !+749;4 <;+ !
 !!!!!!!CL>L"l GI>J "LG HL!AL!"CL>L "IG !?"E "X H?H E GIA@H"GAL!UI+AV!
 /H>GCAE lc!-!"CL>L "IG !>J "LGHL!AL!"CL>L "IG !?"E "XH? HE GIA@H"GAL !U+ AV!
 !
 "2-O,-. &>*, -&-! A%' -, &\$-3!4 #!"2-O,-. &? ,4 ,S'= '4 &A%-, &\$-3!3*,MMQ\$= %YIT &? !7V&' !
 . \$NIT 24S!3%O2D? 242= 0=! /&4 #,-# 39M!&'! /' O&\$4!<IX'4 ' -,ML'R 02'=4 &8&,&,-' !
 ,%&YD(M &\$!,MMQ\$== ' -O2M\$% -, &\$-39!4 #!<V,MM,%&YD(M MT 3!,4#! \$-#2!,4O39!
 .'# ' -,M,4#!3&&'!,12, &\$4!-' SOM&2439!4#!!"2-%&-&LOM3!,4 #!L'SO M&\$43N
 !
 cN7 B04 3'3!,4 #!>' - &2D &\$43!
 !
 7N "2-O,-. &>*, -&-! A%' -, &\$-3!3*,MM,1'!,4 #!%\$12# !Q\$%23!&\$!&'!>\$04&!\$..!
 ,MM,%\$%2 &! O-&2D&243!,4 #!,%%\$1,N921O0#24S!T &\$0&N2 & &\$49
 &'! @-'Q%&YD &\$4! /&&'= '4& \$.! C&4 & U""! I\$-#! 8] ; ; QV9!&'!
 L'S2 3&,&243!,4 #!"=' 4#='4 &8D4#-'! @,-&: c8!U/ GI\$-#!] a; bV94 #!" " !
 230# I\$%- ,&24S!O-&2D &U3W
 !
 :N! @N&8!= %&Y)' #!()! \$-!04#-'! Q\$4&,O&8&8&'! A%-, &\$-!7VB*,MM*\$N!,MM
 ,%%\$%2 &! I"" ! O-&2D&23! ,4 #! -, &24S3! . \$-! ,MM, 2O-, & .NIT4 ! 2!
 Q\$44'O&\$4IT &? !&'!,0 &\$-\$-2# !,O&2D!,4#! :V!3*,MM" &8&'!-' O4 &N&*&
 'W%-2' 4O! -' R02'= '4&8!3&(N&*"# !()! I"" !. \$-!&'! &%'! \$.!\$%- , &\$4!
 ('24S!Q\$4#0O&#N
 !
 cN: @-'3\$44'M
 !
 A%'-, &\$-!3*,MM%\$12#! 30..2D 4&40= ('-! \$.!%-3 \$44'M&\$!,# ' R0, &M)!,4 #!3,. 'M)
 Q--)! \$0&,O&2D!,4 #!&\$!="" &8&'! -' ,3\$4,(M #=' ,4 #3!\$.!&he public and FAR's
 3" 24S!300*!3'-12O3N
 !
 2N A%'-, &\$-!3*,MM= %&Y)!, &M 3&\$4! UV>*2 !@N&8,4 #!, &M 3&\$4! !
 UV003&\$='- !3'-12O! -'%- '3' 4& &2! \$4!, O*!3*2&N
 !
 cN4 HRO2%-'4& !
 !
 "MMA%-, &\$-3!3*,MM= , 2&24! Q\$= %&YD O! T &? !,MM' R02%-'4&! -'R 02'= '4 &8!
 '3 &(N&*"# !2!7)!>IL !@,-&7<a!,4 #!\$-!7)!>IL !@,-&7: a9!3!,%&YD(M &\$!&'! &%' !
 of operation authorized by the Operator's certificate and by the Commercial
 "'- \$4,0&QMA%' -, &24S!"S-' '= '4 &230 #!2!,OQ\$-#,4 O! T &? !&'3' !? 242= 0 = !
 /&4 #,-# 3N
 !
 cN! C40-,4 O!
 !
 A%'-, &\$-!3*,MM!'! -' R02'# !&\$!\$(&24!,4 #! =,2 4& 24!2430-, 4O! 24!,OQ\$-#,4 O! T &? !
 &'!>\$04&[3D--'4 &8!,%%\$1# !2430-,4 O! -' R02'= '4 &8N
 !
 /\$4\$=, !>\$04&!"2-%&-&8? 242= 0=! /&4 #,-# 3!
 < !

"!4 <@+!) *+!": @!-!+>9>) 4!">:9 7K4&B><7!) 88) :) !+749;4 <;+ !
!
!!!!!!!!!!!!!!!!!!!!!!!!!!!!!! ! "CL>L"l GY" BH/!A@HL"GAL!U+ AV!
/H>GCÆ !7; !-!"CL>L "IG !/"BH/!A@H"GAL !U+ AV!
!
"2-O-., &/,M 3!A%'-, &\$-3!3*,MM\$=%M!T &\$!7V&\$'!. \$N\$!T 2!S!3%O2!D? 2!2= 0=! /&4 #,-# 39
:V!&\$'!/'O&\$4!<X'4 '-, M!R 02'= '4 &8&\$,&!, - '!,%%&D(M!&\$!,MM\$== ' -O2M\$%'-, &\$-39
,4 #!<V!MM)%%&D(M!M!T 3!,4 #!\$-#2!, 4O39!.' #!-, M!4 #!3&8! ,12, &\$4!-'SO M&\$439!4 #!
"2-%\$-&LONB!,4 #!L'S 0M&\$43N
!
7; N7 B!D4 3'3!,4 #!>'- &2D &\$43!
!
@!88!'= %&D)' #!()! \$-! 04#-! O\$4&,O& &\$! &\$'! A%'-, &\$-! 7V!3*,MM*\$M!,MM
,%%\$%2, &! !"" !O- &2D&'3!,4 #!-, &2!S3!\$-!,MM 2O-., &N!T4 !2!O\$44'O&\$4!T &\$!
&\$'! ,0 &\$-2' #! ,O&2!&!,4 #! :V! 3*,MM=" & &\$'! -' O 4& .N\$*& 'W%-2' 4O!
-' R02'= '4&8!3&,(N\$*' #!()! !""! . \$-!&\$'! &\$%! \$.!\$%'-, &\$4!('24S!O\$4#0O&# N
!
7; N! @-'3\$44'M
!
A%'-, &\$-!3*,MM%\$1&\$'!,!30..2D 4&40= ('-! \$.!%- 3\$44'M&\$!,# 'R 0,&'M!, 4#!3,. 'M!
Q-)! \$0&, O&2!&!, 4#!&\$!="" &8&\$'! -', 3\$4, (M!#'=,4 #!\$.!&\$'! %O(N!D3' 'Z 2!S!30O*!
3'-12O3N!
!
,N! A%'-, &\$-!3*,MM= %&D)!\$-!*,1'!, --, 4S'= '4&8=, #'! T &\$'!,&!M 3&\$4' !U7V!
O--' 4&8%2!,&'!%&D!T *\$!B!4 !,2-O-., &3,N\$, 4!, 4#!T *\$!*,3!, &M 3&:: !
\$0-3!\$.!N\$S' #!.N\$&8&\$'! 2!,4)! &\$%! !\$.!,2-O-., &8&\$!('!'#'= \$43&,&' #!2!
.N\$*&8&\$!,!%\$3%O&2!'!(0)'- 9\$-!,3 !,)! ('!'-' R02' #!()!,,%%&D(M!"L3 N
!
7; N& HR02%='4&!
!
A%'-, &\$-!3*,MM%\$1&\$'! 4'O'33,-)! ,4 #!3,&8,O&\$-)! ,--, 4S'='4&83! . \$-!, 2O-., &
= ,24&4,4 O !2!,O&\$-#, 4O! T &\$'!,4)!3,NB!SO, -, 4&' !\$-!T, --, 4&!%- 2\$#N
!
7; N! C&0-,4 O!
!
A%'-, &\$-!3*,MM!'!-' R02' #!&\$!\$(&2!4!,4 #!=,2 4& 2!2!30-, 4O! 2!, O&\$-#,4 O! T &\$'!
&\$'! >\$04&[3O--'4 &8,%%\$1' #!2!30-,4 O !-' R02'= '4 &8N
!
!
!
!
!
!
!

"!4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
/@H"CBCdH!GH? @AL"LD V!"C"GCAE!/HL`C>H!@A`CFHL!UI+AV!
!
/H>GCAE!7: !-!/@H"CBCdH!GH? @AL"LDV!"C"GCAE!/HL`C>H!@LA`CFHL!UI+ AV!
!
G*!>\$04&!'! O\$S4P'3!&,&!, 2O-., &\$%- , &\$-3!0321S!&'! "2-%\$-&=,) !-R 02'! 3%02MP' #!
,332&4 O! 4\$&O--'4 &M!,1,2 M M ,&!&'! "2-%\$-&T &'!&'! =,2 4&4 ,4 O! \$-!3'-12O! 4" #3!
\$.!&'2-!"2-O-., &, 4#!\$-!.M* &&,2421S!\$.!&'2-!%208N!e* ' 4!&'2!,332&4 O! 2!4\$&
,1,2 M M \$4!&'! "2-%\$-&&\$0S*!, 4!'W3&4S!A%-, &\$-!\$-!A%-, &\$-3!#0' !&'!2&'!&'!&'!
3%02MP' #!4, 80-' !\$.!&'! =,2 4&4 , 4O! 3'-12O9!,4 #\\$.!M* &&,2421S!-' R02'= '4 889&'!
>\$04&!=,)! ,M!T !,4 !, 2O-., &\$%- , &\$-!&'!0&2P! &'! 3'-12O3!\$.!,! R0,M2# !%-3\$ 4!\$-!
'4 88!&'!%\$12# !30O*!3'-12O3N!
!
/%02MP' #!"12, &\$4!/'-12O! A%-, &\$-3!3*,MMO\$=%M! T &'! 7V!&'! !.\$M!T 21S! 3%02O!
? 212= 0=! /&4 #,-# 39!V!&'! /'O&\$4!<X' 4'-, M!R 02'= '4 88!&,&,-' !, %&12O(M &'!,MM
O\$== ' -O2M\$%- , &\$-39!4 #!<V!,MM,%&12O(M M!T 3!,4 #!\$-#2!,4 O39!.' #'-, M,4 #!3&&'!
,12,&\$4!-'S0 M&\$439!4#!"2-%\$-&LON3!, 4#IL'S0 M&\$43N!
!
7: N7 /O\$%!\$.!"O&12!
!
A%-, &\$-!3*,MMO\$4#0O&, O&12!\$4!,4 #!-\$=! &'! B', 3'#!@'= 2'3!\$.!,4 !, 2O-., &
\$%- , &\$-!21!,! %\$.!332&4,M=,4 4' -!O\$432&4 &T &'!&'! #S-' '!.!Q-' !, 4#!322M!
'W'-O2# !(!)'!W%2' 4O #!A%-, &\$-3!%\$12#21S!O\$=,-,(M!%\$#0O&4 #!3'-12O3!
,4 #!'4 S,S24S!21322M!" O&1223N!
!
7: N! A%-, &21S!"S-' '= ' 4&
!
7N "2-O-., &\$%- , &\$-!= 03&3O(=2&-! R0'3 &&!'&'! >\$04&!\$4!(' *,M!\$.!&'!
3%02MP' #!A%-, &\$-N
!
:N! A%-, &\$-!3*,MM\$(&24!,!<;!#,)! G= %\$-,-)!@'=-2&UB3O #!()!&'! >\$04&V!
%2-!&'!4 S,S24S!21!, O&12!\$4!&'! "2-%\$-&N
!
,N! Renewal shall be subject to the Operator's compliance with all
&= 3\$.!&'! G=%\$-,-)! A%-, &21S!"S-' '= ' 4&N
!
<N A%-, &\$-!3*,MMO\$=%M!T &'!,MM' R02'='4&3!.\$-!&'! %-= 2&# !, O&1223!
,4 #!122&3'-12O #!%\$12# #!&'!&'!3'! 3&2O&M!3&&# !\$4!&'! G= %\$-,-)!
A%-, &21S!"S-' '= ' 4&N
!
7: N4 B2D4 3'3!,4 #!>'!- 82O &\$43!
!
A%-, &\$-!3*,MM',1'!,4 #!%\$12# !&'!&'! >\$04&!' 12#4 O !\$.!,MM'# '-', M&8&9!,4 #!
12O,M2D4 3'3!,4 #!O-&22O&'3!&, &- '!-' R02'# N
!
7: N! C40-,4 O!
/\$4\$=, !>\$04&!"2-%\$-&? 212= 0=! /&4 #,-# 3!
<c!

"l4 <@+!) *!+"l: @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

/@H"C"BCdH!GHP @AL"LD V!"`C"GCAE!/HL`C>H!@A`CF HL!UI+AV

!

A%'-, &\$-!3*,MM!'-! R02'# !&\$!\$(&24!,4 #!-,2 4&24!2430-,4 O !24!,OO\$-#, 4O! T &#!
&' !>\$04&[300--'4 89,%%\$1'# !2430-,4 O !-' R02'= '4 8N

/\$4\$=, !>\$04&!"2-%\$-89? 242= 0=! /&4 #,-# 3!
]; !

!!

"!4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
>A? ? HL>C"BJ" EX" L!A@HL"GAL !U+ AV!

/H>GCÆ !7<|-!>A? ? HL>C"BJ "E X"L !A@H"GAL !U+ AV!

!
C4,# #254!\$!&' !X'4 '- ,M!R 02'=' ' 48B' &.\$-&'!24!/' 0854!<9', O*!>\$= =' - 02M! ,4 S,- !
A%- , &\$-!,&!&'! "2-%\$-83*,MVC\$=%M!T &'!&'!.\$M!T24S!/? 242= 0=!/&4 #, -#3B'&.\$-&'!24!
&'B!/'O&54!7<N

!
"!>\$== ' -02MJ ,4 S,- !A%- , &\$-!3*,MVC\$=%M!T &'!7V&'!.\$M!T 24S!3%022!/? 242= 0= !
/&4 #,-# 39:M!&'!S'4 '- ,M' R02'=' ' 483!,%8120(M!&\$!,MVC\$== ' -02M\$%- , &\$-39,4 #!<V!MM
,%8120(M! M!T 39!.'# '- ,M ,4 #! 3&&'! ,12,&54! -' S0M&5439!,4 #! "2-%\$-8 LON3! ,4 #!
L'SO M&543N

!
7<N7 /O\$%!\$.!"O&123!

!
"!>\$== ' -02MJ ,4 S,- !A%- , &\$-!3*,M!T 49M! 3'!\$-!30(M! 3'!, !*, 4S,-! 3&0080-' U3V
.\$-!&'! %0-%\$3'! \$.!30(M! 32S!*,4 S,-!,4 #!,33\$02&# !\$.20! \$-!3*\$%3%0'! &\$!
%-3\$ 43!\$-!' 48&23! ' 4S,S24S! 24!>\$== ' -02M\$-!E\$4Q\$== ' -02M" '\$ 4,0 8QM
"O&123!& , &*,1'! (" 4!%- Q%\$1'#!()!&'! "2-%\$-8N

!
7<N! B', 3'#!@! '= 2'3!

!
A%- , &\$-!'4 S,S24S!24!&'B!,O&123!3*,MM! 3'!\$-!30(M! 3'!, #R 0,&'! M! #9!%- \$49
1'* 20M! %-Z 24S9!4 #!.,O&123! &\$!,OC\$== \$ #,&'! ,MVC\$== ' -02M,O&123!\$.!&'!
operator and operator's AirportQ%%\$1'#!30(N3 3" U3V

!
,N! "M! R02' #!C=%\$1'=' 483!2400#24S9! 0&4\$&N2&# !&\$9!%- \$491' *20M!
%-Z 24S9!-\$, #T,)! ,4 #!%# '3&-24 !,OO339!M4#3Q%24S9!,4 #!,MM,O&123!
3*,MM! '!N&O,&# !\$4!C\$4&50\$03!M! #N

!
(N! "%-\$4!3*,MM('! ' R0,M!&\$!4\$&N3!& ,4!\$4'! &2'3! &'! *, 4S,-! 3R0,-'!
.\$\$&\$! \$-!,# ' R0, &! &\$!,OC\$== \$ #,&'! &'!=\$ 1'='4 &\$., 2O-, &24&!,4 #!
\$0&\$!&'! *, 4S,-9!3&S24S9!4 #!%-Z 24S!\$.!, 2O-, &T &\$0&24&- '-24S!T &'!
&'!=\$ 1'='4 &\$., 2O-, & 24!,4 #!\$0&\$!.\$&'!-\$.,O&123! ,4 #!"2-O-, &
\$%- , &24S!24!&W!M! '3!\$-!&W! ,)3 9T *20'1'- !25-', &-N!

!
7<N4 L'R 02' #!"O&\$-\$23!

!
,N! "!>\$== ' -02MJ ,4 S,- !A%- , &\$-!3*,MM*,1'! , !B', 3'! \$-!,4!A%- ,&24S!
"S-' '= '4 &T &'!&'! >\$04&! & , &3%0220MM! ,0 &\$-2'3! ,MM,O&123!
conducted by the Operator and all of Operator's sublessees. A
>\$== ' -02MA%- , &\$-!T*\$!24!,! 30(N3" !\$-!&4 ,4&\$!.,! >\$== ' -02M
J ,4 S,-! A%- , &\$-!3*,MM('! -' R02'#!&\$!*,1'! ,!>\$== ' -02MA%- , &24S!
"S-' '= '4 &T &'!&'! >\$04&!('\$- ' !C\$4#00&24S!,4)!O\$== ' -02M,O&123N

!
/\$4\$=, !>\$04&!"2-%\$-8? 242= 0=!/&4 #,-# 3!
!!
]7!

"I4 <@+!) *+!"I: @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

>A? ? HL>C"BIJ" EX" LIA@HL"GAL !U+ AV!

(N! "!">\$== ' -O2MJ ,4 S,- !A%'-, &\$-!3*,MM',1'9 !,4 #!3*,MM%\$12# '!'12# '4O! \$.!
&\$!&'!>\$04&!\$.9!MM'# '-', MM&&9!,4 #!IQMM4 3'3!,4 #!O- &2Q &3!&, &
,- '!-' R02'# !2!O\$44'O&\$4IT &'!&' !,O&1&23!O\$4#0O&#N

!

7<N! HW&&\$43!

!

G*!\$. \$MMT 2!S!% -3\$43\$-!'4 &&23 !,-' !4\$&>\$== '- O2MJ ,4 S,-! A%'-, &\$-3N

!

,N! "!"%-3\$ 4!\$-!' 4&&!&, &!\$T 43\$-!,OR02'3!,! *, 4S,-! 3&0O&- 'U3V3\$MY!.\$-!
241'3&= ' 4&0-%\$3'3!B4\$&, !>\$== '-O2MJ ,4 S,-! A%'-, &\$-N

!

! (N!! "!"%-3 \$4!\$-!' 4&&!&, &!\$T 43\$-!,OR02'3!,! *, 4S,- !3&0O&- 'U3V3\$MY!.\$-!!

! ! the storage of the person or entity's aircraft and/or equipment is not a !

! ! >\$== ' -O2MJ ,4 S,- !A%'-,&\$-N

!

7<N! C40-,4 O!

!

! A%'-, &\$-!3*,MM'!'-' R02'# !&\$\$(&24!,4 #!=,2 4& 24!2430-, 4O! 24!,O&\$-#,4 O! T &'!

! &' !>\$04&[3O--'4 &9,%%\$1'# !2430-,4 O!'-' R02'= '4 &N

"I4 <@+!) *+!":@ J!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

/HBIQK HCEX!,4# !"CL>L"l G/HBIQHL`C>CEX!

/H>GCAE !7] !-!/HBIQKHBCE X!,4 #!"CL>L"IG !/HBIQHL`C>CE X!

!

"MM%-3\$ 439!2=39!,4 #!C\$-%\$-, &\$439\$&'!-! &, 4!l0 MM/' -120! l+ A39\$%-, &21S!,2-O-., &\$4!
&*! "2-%\$-&, 4#l#32-21S!&\$!-,2 4&249! %2-!,4 #!\$-!0'M&'2-!\$T 4!,2-O-., &T &'!&'2-!\$T 4!
'= %&9)" 3!3*, MM\$=%M!T &'!&'! 3&4 #,-# 3!,4#l-'R 02'= '4 &!3&, (M* #!2!&'B B'O&\$4!
and with the County's insurance requirementsN

!

7] N7 /' Ml 0'M21S!@'=-2&L'R 02' #!

!

7N E\$!%-3\$ 4!\$-!4 &89!\$&'!-! &,4 !, !l0 MM/' -120! l+ A9B*,MM 4S,S! 2!3'MQ
.0'M21S9!2!00#21S! C\$43&0C&21S9!2!3&M21S9!\$-! M, 321S! .0'M &4 Z39!\$-!
#2% 4321S!.0'M21S!, 4!,2-O-., &D4M3!,! /' MQ0'M21S!@= 2&,0 &'\$-221S!
300*!O&21S!*,3!(" 4!\$(&24' #!.-\$=! &'!"2-%\$-&N!G! @'=-2&3*,MM2!00# !
3%022!M2& &\$43!,4#l-'R 02'= '4 &!\$-!3'MQ0'M21S!,4 #!&'! @'=-2&3*,MM
not reduce or limit the Permittee's obligations with respect to the
. \$MM!T 21S!/' MQ0'M21S!= 2!2=0 =! 3&4#,- #39T *20*!3*,MM ('! 2!C\$-%\$-,&'# !
2!&\$!, O*!@'=-2&()!-' .-' 4 ON!

!

:N! "4)!%-3\$ 4!\$-!4 &89!3" Z21S!,!/' MQ0'M21S!@= 2&3*,MM30(=2&, !T -2&4 !
,%&21S!&24!,4 #!30%&\$-21S!#\$C0=' 4& &\$4!&\$!&'! "2-%\$-&2!&'! .\$.=, &
% '302' #!()! &'! "2-%\$-&2!&'!- !T &'!12# '40! \$.!\$T 4'-3* 2!&\$!., 4)!
, 2O-., &\$\$(' !.0'M#N

!

7] N! l0 'MlM\$T,S! !' '3!

!

@'=-2&&' !3*, MM '!'-' R02' #!%)! &\$!&'! C0--' 4&>\$04& Q%\$1' #!N!T,S' !." !\$4!
,MM.0'M %0= % #N!G*' !,=\$ 04& %0=%# ! T 2MM('! 1'-2.2# ! ()! =\$ 4&'M! .0' M!
#2% 43'-\ %0= %d=' &- \&\$&MP'- !', #21S3N

!

7] N4 L'% \$-21S!L' R02' ='4& 3!

!

7N @'=-2&&' 3! T2MM!M! -' R02' # ! &\$! 30(=2& #' &2M# !-' %\$-&8! \$.!,MM.0'M
%0-O*,3' #!,4 #!#2%4 3# !#0-21S! ', O*!QM4#, -!=\$ 4&'!,4 #! &\$!30(=2&
=\$ 4&'M!30==,-)!-' %\$-&8!,M\$4S!T &'!,%%\$%2 &!. " 3!,4 #!O*,-S'3! #0' !
&\$!&' !>\$04&!\$4!\$-!('. \$ -' !&'!.; &*#,)!\$.!, O*!30(3'R0' 4&=\$ 4&'N

!

7] N! L'O \$-#!j" %21S!

!

7N @'=-2&&' !3*, MM#0-21S!&'! &= !\$.!&'! @'=-2&, 4#l.\$-!<!)',-3! &'-' , .&- 9
=,2 4&24!-' C\$-#3!2#4 &2)21S!&'! &\$&M40=('- !\$.!,12, &\$4!.0'MS,M&43!
%0-O*,3' #!,4 #!#2% 43' #N!L'O \$-#3!U4 #!&'&- \ &\$&MP'- !', #21S3V3*,MM!
('!=, #!' ,1,2 M M!.\$-!, 0#2!&\$!&'! !>\$04&!\$-!2&8!-' %'3' 4&&2!3N!C4&' !
Q3! \$.!,!#20' % 4Q9!@'=-2&&' !3*,MM%\$=%&M!%)9!2!Q3*9,MM##&\$4,M
-,&'39!." 39!4 #!O*,-S' 3!#0' !&\$! &'! !>\$04&9!2!&- '3& \$4! &'! !04%2#!

/ \$4\$=, !>\$04&!"2-%\$-&9? 2!2= 0=! /&4 #,-# 3!

!!

]<!

"!4 <@+!) *+":!@ J!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

/HBIQK HCEX!,4# !"CL>L"l G/HBIQHL`C>CEX!

(,M4 O! , &*&'! =,W2=0 =! -,&'! ,M4T ,(M ()! MT !.-\$=! &'! #,&'! \$-22,MM
#0'9!,4 #!&'! !C\$38\$.!,0 #2N

!

! :N! @'=-2&&' !3*,MM4,2 4&24!,%%\$%-2 &! -'O\$-#3!\$!3*\$T !&,&*&'! @=- 2&&'! \$-!!
! ! 2&&!= %10)" 3*,1!'! %- .-\$-=' #!&'! . \$M4T 24S!= 242=0 =! 243%O&&\$43\$4!!
! ! IO 'M4S!R O2% '4 89,4#!&\$!%- =2&&'! !'2-%\$-8? ,4,S'- !&\$!243%O&300*!!
! ! -' C\$-#3!, &,4)!&2='! #0-24S!4\$=-, N!032'33!*\$0-39

!

! ! ,N! F,2N5!2N8-! 30=%9!O 'M&4 Z!30=%!30,2-!30%4N!&4 Z!U\$-!T , &-V9!2&- !!
! ! ! %' 330' !#2.'-' 4&2M,4 #!.N4T!-, &! U!, %&120(NW9\$%-, &24S!%- ' 330-' 39!!
! ! ! #', #=-, 4!3)3&= !\$%-, &24!2!,%&120(NW9! \$8&=! N, #24S!= 'O*,4 B=N!

!

! !!!!!(N !!!e" ZN5L'. O'M4S!*\$3'39!4\$PPM! 30' '4 39!= '-S' 4Q! 3*0&\$..!3)3&= 9!!!!!!
! !!!!!2' !W&4S02*-'! 3',N!4 #!&S3N

!

7] N& B22&&2\$43!

!

! @'=-2&&' !3*,MM4\$&3'N4&,# '9!(, -&-9!\$-!\$&'- T 2'!#2%4 3'!,4)!.0'M!&\$!(, '3' #!
\$-!&, 4324 &,2-O-, &.\$-!,4)!%0-%\$3'3N@'=-2&&' !3*,MM4\$%43'!,4)!.0'M!&\$!
,4)!(, '3'#! !\$-!&,4 324&,2-O-, &*&,&,- '! 4\$&\$T 4' #!()!\$-!04#-'! &'! .0'M!&\$4&\$N\$.!
@'=-2&&' N!4)! 300*!3'N4S9&,# 24S9! , &-24S9#2%4324S!\$-!,2-O-, &3'-1224S!
3*,MM!'!S-\$04#3!\$-!-'1\$ Q&24!\$.!&'! @'=-2&&N

!

7] N_ C40-,4 O !,4 #!C4#'= 422&&2\$4!

!

! 7N Permittee shall maintain, at a minimum, the insurance coverage's and
! %\$120)!N22&2-' R02' #!()!&'! !>\$04& N

!

! :N! @'=-2&&' !3*,MM!'!-' R02'#! !&\$!24#'= 42)!&'! >\$04&!. \$-!,MM! Z39!3200\$-!
! \$&'! -!#, =,S' !&,&=,) !-' 30N&.-\$=! &'! *, 4#N4S!,4 #!#2%4 324S!\$.!0'M
! ,4 #\ \$-! \$&'!-! %\$#00&2! ()! @'=-2&&' N!@'=-2&&' !3*,MM('!' N(M ,4 #!
! -' 3%\$432 M . \$-!,MMO! 40%, 4#! -' = ' #2 &24!,O&2223! &,&=,)! (' !
! -' R02'#! ()! .'#! -, N!3& &9!, 4#!O&2!,S' 4O23!, 4#!,MM!33\$O2&#! !C\$3&N
! @'=-2&&' !3*,MM!'! -'3%\$432 M . \$-!'4 30-24S!&,&MMO'M# 'M2!- ' #!3*,MM!'!
! O! 49! -2*89!0-' 9,4 #!-' ' !\$.! =2O-\$3O\$2!\$-S,4 B=39!T ,&-9!\$-!\$&'! -!
! C\$4&=2 4,4 &8N

!

7] Nb IO 'M/\$-,'S' !

!

7N @rmittee shall demonstrate to the Airport's satisfaction that acceptable
,--, 4S='- 4&2*,1'! (" 4!=# '!. \$-!&'! 3&\$-,S' !\$.!0'M&-\$0S*!'2&*-'!, 4!
,0 &\$-2P# !IO NM/' -120 !!+ A!,&! &'! "2-%\$-8! \$-! @'=-2&&' !3*,MM\$(&24!
T -2&&4 !,%%\$1,M!-\$=! &'! "2-%\$-8? ,4 ,S'-! &\$!C\$43&0O&2!\$-!243&MM! 3'MQ
.0'M3&\$-,S '!. ,O2&2!, &*&'! "2-%\$-8N!!

/ \$4\$=, !>\$04&!"2-%\$-89? 242= 0=!/ &4 #,-# 3!

!!

]] !

"I4 <@+!) *+!":@ J!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !
!
/HBIQK HCEX!,4# !"CL>L"l G/HBIQHL`C>CEX!
!
:N! IO 'M=,)! 4\$&(' !3\$-# !\$4!&' !B', 3'#!@'=23'39!WC%&,3!3'&!. \$-&!2!
,%#10(M!%\$12\$43!\$.!/' O&\$4!l!\$.!&'3' !? 2!2= 0=!/&4 #,-# 3N
!
!
7] N8 IO 'M4S!HR02%='4 &
!
7N @'=28& 3!-,)! ('!, 0&\$-\$-P' #!&\$!03! &'!.\$N\$T 2!S!&% '3!\$.!R 02%=' 4&
.\$-!3'MQ0' M4S!\$4!&'! "2-%\$-8N
!
! ,N! L'. 0'M4S!' '* 20V3NC.! '0'M4S!1' *20V3!,-' !03' #9@'=28& 'l 3*,MM
! 0&2P'!l3'%,-,&'! -' .0'M4S!1' *20V3!.\$-! ', O'!&%! !\$.!.0'M &\$!(' !
! #2%43'#! T &'! ,! =242=0 =! Q%,O&2! \$.! ba;! S,M\$43N "1S,3!
! -' .0'M-3!3*,MM*,1'! ,! =,W2=0 =! Q%,O&2! \$.!79; ;! S,M\$43!4 #!6' &
! -' .0'M-3!3*,MM*,1'! ,! =,W2=0 =! Q%,O&2! \$.!<9;; ;! S,M\$43N"MM
! -' .0'M4S!1' *20V3!3*,MM! !Q%,(M!\$.!(\$8&= !N, #2!SN
!
! (N! l2W'#!L'. 0'M4S!/)3 &= N!! .2V# !-' .0'M4S!3)3&= !B!&'! =242= 0= !
! -' R02'= ' 4&8&'!3&,(N*!3'MQ0'M4S!,O&2!239!T &'2!;! =242= 0= !
! Q%,O&2!\$.!7;9; ; ; S,M\$43N
!
:N! H,O*!-' .0'M4S!' '* 20M ,4#!', O*!, 0&\$-\$-P' #!l2W'#!L'. 0'M4S!/)3 &= !3*,MM
('l ' R02% #!, 4#!=, 2!&24'#!&\$!O\$=%M!, &,MM&2' 3!T &'!,MM!%#10(M!
3,. '8&! ,4 #!.2'! %' 1' 4&2\$4!-' R02'= '4 &8!\$-!3&4#,- #3!2!00#2!S!T &'\$0&
N2&2&2\$49&\$3'!%' 3O2 ' # !(!&'!.\$N\$T 2!S5
!
! ,N! G*'3' !? 2!2=0 =! /&4 #,-#3!,4 #!,MM\$&'!-,%#10(M! L'SO M&\$-)!
L'R 02'= '4 8N
!
(N! /&&' !\$.!>,M2\$-42!,4 #!NQM+02M4S!,4 #!l2-'!>\$#3f!
!
ON E,&2\$4,M12-' !@&\$&O&2\$4!"33\$O&2\$4!UB@'V!>\$# 3f!
!
#N G&M 7] !>IL !@,-&7<c9!2-%\$-8!>'-&22Q&2\$49!/' O&2\$4!7<cN<7 !UV!UV!
"Handling/Storing of Hazardous Substances and Materials."!!
!
'N! "%#10(M!" "l" "# 12\$-)!>2-00M3!U'>V!2ncluding AC 00 34 ""2-O-,. &
Ground Handling and Servicing" and AC 150/5210 5 "Painting,
? ,-Z 2!S!and Lighting of Vehicles Used On an Airport."!
!
7] Nd /%2M0' 1'4 &\$4!>\$4&2!S' 4Q!,4 #!>\$4&\$N0M!U@>V!
!
! @2-\$!&\$!&, 43%\$-82!S!.0' N\$4&\$!&'! "2-%\$-8@'@'= 28& 'l 3*,MM%\$12'! &'! "2-%\$-8@
.\$-!28! 12T!,4 #!T -28&4!,%#%\$1,M!,!%\$%\$3'#! /%2M0'1'4&2\$4!>\$4&2!S' 4Q!,4 #!
/\$4\$=, !>\$04&!"2-%\$-8@? 2!2= 0=!/&4 #,-# 3!
!!
ja !

"I4 <@+!) *+!":@ J!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

/HBIQK HCEX!,4# !"CL>L"l G/HBIQHL`C>CEX!

! >\$4&\$N@M!U@>V&,&!=" 88! MM' SOM&\$-)!- ' R02'= ' 488!\$-!,(\$1!S-\$04#!.0'M
! 3&\$-,S' !,O2223N!" 4!0%#,&' #!/ @>@,M!3*,MM' !.2M IT 2&!&'!>\$04&!,&M 3&7;!
! (032'33!#,)3 !%2-\$!&\$!2= %!4 ' 4& 8&\$4!\$.!&' !/@>NG*!/@>3*,MM#3O-1'9!2!
! #'&,2M&!'!&'&* \$3!,4 #!%\$O# 0-' 3&\$!(' !03'#!()!@=- 2&8! !&\$!%&' 1'4 800\$4&24!
! ,4 #!OM,4 !0%!,4)! .0'M 3%2MNG*! %M !3*,MM,##- 33!R 02%- 4& 8&!(' ! 03' #9
! '= '-S' 4Q!O\$4&O&%-3 \$44'M,4 #!&' 2!&M %*\$4'!40=('-3N!
!

7] N7! /&4 #,-# !A%- , 821S!@ \$O# 0-'3!U/A@V

!

! @'=-2&8! !3*,MM#1'M\$%,4 #!2= %!4 ' 4&!, T-2&84 !=,4 0,M0\$4&2421S!/&4 #,- #!
A%- , 821S! @ \$O# 0-' 3! U/A@V9!O\$432&4& T 2&8! ,%8120(M L'SO M&\$-)!
L'R 02'= '4 88!,4 #!2!#03&)!%-O&239!.\$-!0'M4SNG*! /A@B*,MM' ! #32S4# !&\$!
'4 30-' !O\$=%!24O! T 2&8!3&4 #,-# 3!3'&.\$-&!2!l"" !"# 12&\$-)!>2COO! ;;&Q]"!
("Aircraft Ground Handling and Servicing"). The!/A@3*,MM2100#! , !&,2421S!%M 9
.0'M R0,M&8!,330-, 4O! %\$O# 0-' 39-' O\$-#!Z" %21S9!,4 #!'= '-S' 4Q! -'3%\$43'!
%\$O# 0-' 3!.\$-!0'M3%2M,4 #!.2'3N!G*! /A@B*,MM!M\$,# #-' 33&' !.\$N\$T 21S5UV!
(\$4#21S!,4 #!.2'! %\$&O&\$49UV!%O(210%\$&O&\$49UV!O\$4&\$N\$.!,OO33!&\$!.0'M
3&\$-,S' !&4 Z3!,4 #!' .0'M4S!1* 2OM3&\$-,S' !,- ,39!,4 #!UV!,- 221S!,4 #!M('M4S!\$!
-' .0'M4S!1* 2OM3N!G*! /A@B*,MM(' ! 3O(=2&8!#!&\$!&'! "2-%\$-&.\$-!-' 12T! ,4 #!
,%\$1,M4\$&M&' -!&,4 !7;!(032'33!#,)3 !(' . \$-! @'=-2&8! !%\$%\$3'3!&\$!('S 2!
3'MQ0'M4S!, &8'! "2-%\$-&N!G*! !>\$04&! \$-!, !#32S4, &# !,S'4&!=),! O\$4#00&
%-2\$#2123%O&\$43&\$!=\$ 42&\$-!O\$= %214 O IT 2&8!&' !/A@N

!

7] N7! "2-O-, &/' -1221S!

!

C4,O0\$-#,4 O !T 2&8!l"" !%\$209!&'! "2-%\$-&T 2M4\$&04-' ,3\$4,(M!-' 3&2&8&'!
\$%- , &\$-!\$.!, 4)! ,2-O-, &O&2121S!&'! "2-%\$-&.\$=! %- . \$=- 21S!3'-12O3!\$4!*21\$-!
*-'! \$T 4!,2-O-, &T 2&8!*21\$-!*-! \$T 4! = %81)"3! ,4 #!' R02%=' 4&N!2-O-, &8T 4'-3!
T 2M('! %=- 2&8!#!&\$! 3'-12O! &'2-! \$T 4!,2-O-, &8!%\$12# #! &'! 3'-12O! 212!
O\$=%!214 O! T 2&8!l' #'-, M'12,&2\$4!L'SO M&\$43!,4 #!2!% -. \$-=# !()! &'! , 2O-, &
\$T 4'-! \$-! *21\$-!*-! '= %81)" 3!2!l, !10,8&\$4!\$-!,O222!&'! "2-%\$-&? , 4, S'-! *,3!
#&' -24' #!&\$!(' !,OO%&(M . \$-!&'3' !,O&2123 N!M!2-O-, &=,2 4&4 , 4O9!-' %2-!
,4 #! T,3* 21S!,O&2123! 3*,MM(' ! O\$4#00&# 21! 10,8&\$43!#32S4, &# !. \$-! &, &
%--%\$3! ()! &'! "2-%\$-&? , 4, S'- 9!,4 #! 21!,O0\$-#,4 O! T 2&8! %\$O #0-'3! ,4 #!
%,O&2O3! , %\$1# ! ()! &'! "2-%\$-&? , 4, S'-9! O\$432&4& T 2&8! ,MM, %8120(M
L'SO M&\$-)!L' R02'= ' 488N

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/ \$4\$=, !>\$04&!"2-%\$-80? 212= 0=!/ &4 #,-# 3!

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1b !

"!4 <@+!) *!+!": @!-!+>9>) 4!">:97 K!4&B><7!) 88) :) !+749;4 <;+ !

!

BH"/H/!"E F !A@HL"GCEX!" XLHH? HEG/!

%-3\$ 4,M.2,4 Q,M 3&&'='4 88!\$.!&'! %2!Q,M \$T 4'-39! 2!Q!#2!S! Q--'4 &
O' #2!-' %\$-889=,)! ('!-' R02' #N

!

aN "!' #&2M#!#3O-2&5492!Q!#2!S!%Y43!, 4#!#-,T 2!S39!4 #!'3 8-,&'# !Q\$3&\$.!
Q%2!M 2%--\$1=' 488!&\$!('!' Q\$43&O&# !\$-!,OR02' #!()!,%%!Q!4 8!4 #!,!
3&&'= '4 &-' S,- #2!S!&' !=', 43!\$.!.2, 4Q!S!&' !Q\$43&O&54!\$-!,OR02!2&54!
\$.!300*!2= %\$1=' 488N

!

E AGH5!\$04&!T 2!M5-4 &4 !A%&54!&\$!B', 3'!04&2M,O2!23!,- '!' Q\$=%M& #!,4 #!
\$Q!Q%4 Q!* ,3!(" 4!,%%\$1'# !()!,MM!%!Q!(M!, S'4 Q23N!

!

_N G*!'&= !\$.!M! 3'!-' R0'3 &# N

!

bN H1#4 O!\$.!&'! , (2!Q!&\$!\$(&24!&'! &'% 3!4 #!,= \$04&8\$.!2!30-, 4O!-' R02' #!
()!&'!>\$04&8N

!

8N "!' T -2&& 4!-' R0'3&!, 4#!,0 &\$-2P,&54!.\$-!&'! !""! ,4 #!,MM,12, &54!-' M&' #!
,# =242&&,&\$-39Q\$==2 33\$43!,4 #\!\$-!# ' %&-'4& 3!2! ,MM&8&3! 2!T *2*!'&'!
%-3\$ 4!\$-! 4&8!*,3!'4 S,S'# !2!,12,&54!(032!33!&\$!%\$1#!'! &'!>\$04&!T 2&'!
,MM2!.\$=, &54!2!&'2-!.2!3!-' M&2!S!&\$!&'! ,%%!Q!4 &\$-!28!\$%- ,&543NG*!'!
,%%!Q!4 &3*,MMW'O0&!, MM' M! 3'3!-' R0'3& #!()!&'! ,S' 4Q23!&\$!4 , (M!&'!
>\$04&!&\$!\$(&24!-' R0'3 &# !2!.\$=,& 54N

!

cN "4)! ,# #2&54,M2!.\$=, &54!-' R0'3& #!()!&'!>\$04&!&\$!,332&2!28!1,M0, &54!
of the applicant's %\$%\$3,MM

!

E AGH! G\$!&'! 'W&4& %-= 2&&# !()! M! 9!,MM2!.\$=, &54! Q\$4&24' #! 2!,4 !
,%%!Q!&54!3*,MM! !&' ,&'# !,3!Q\$4.2# 4&2MM

!

7aN! L'1 2T\ "%%\$1,M!

!

7N "%%!Q!&543!, 4#!,MM30%\$-82!S!#\$QO=' 488!3*,MM('! 3Q(=2&& #!&\$!&'!
"2-%\$-8? ,4 ,S' -!.\$-!'12'T N

!

:N! "%%!Q!&543!T 2!M4\$&('!-' 12T '# !04N3!,V!,MM' R02'# !2!.\$=, &54!2!
provided to enable the County to assess an applicant's proposed
operation and determine if applicant's proposal is consistent with the
Airport's Master Plan, these Minimum Standards, and ,%%!Q! (M!
L'SO M&\$-)!L'R 02'=' ' 4&89!4 #!(V!,MM' R02'# !,%%!Q!&54!." 3!* ,1'!(" 4!
%2#N

!

<N C.!4 !,%%!Q!&54!2!,%%\$1'# 9!&'! "2-%\$-8!T 2!M!% ' %-' !,! B', 3'!,4 #\!\$-!
A%-, 82!S!"S-' '= ' 4&8!\$-!' 12T !,4 #!W'O0&54!()!,%%!Q!4 &N

!

/ \$4\$=, !>\$04&!"2-%\$-89? 2!2= 0=!/ &4 #,-# 3!

!!

"!4 <@+!) *+!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

BH"/H/!"E F !A@HL"GCEX!" XLHH? HEG/!

]N! @5-!\$!' 4&-24S!2&\$!,! B', 3'! \$-!A%- , 24S!"S- ' '= '4 88&'! >\$04&!3*,MM
(' ! 3,&2.2# !&,&9!3!,! =242=0 =9!&'! . \$N4T 24S!-' R02' ='4&3! *,1'! (' ' 4!
='& 5

!

! ,N! G*! , %100 4& *,3! #' =\$ 43& , &#! 28! ,(209! (,3'# ! \$4! %5-!
! 'W%-2' 40! ,4 #!R0,M20&5439&!0\$4#00&8&' !%-%\$3'# !,O&129!

!

! (N! G*! !, %100 4 &2! 2! 4 02 M! -' 3%\$432 N9! , (M &\$!="" &28! 2! 4 02M
! \$(N&543!\$!&'! "2-%\$-89!4 #!,(M &\$!%\$12#! &'! .,O223! , 4#!
! 3'-1203!%-%\$3'#9

!

! ON G*! !, %100 4 & *\$M3! \$-! Q4 ! -' ,3\$4,(M! 3'00- ' ! ,4)! -' R02' #!
! O-&20&3! .-\$=! &'! !"" ! \$-! ,4)! \$&' - ! ,0 &\$-\$! %5-! &!
! 0\$== ' 4045!\$% -,&549!4 #!

!

! #N G*! !, %100 4 &2!,(M &\$!="" &8&'! ? 242=0 =! /&4 #,- #390\$=%M!
! T 2&!,4)!\$&'! -' R02' = '4 88! ,%100(M &\$!&'! %-%\$3'# !,O&129!
! ,4 #!="" &4) !0\$4#2&543!2=%\$3'#!()!&'! >\$04&N

!

aN!! "%100 4 &3*,MM ' !-' R02' # !&\$!%)! &'! !0\$3&\$.!, 4)! '4 12\$4=' 4& M' 12 T !
& , &=,)! (' !-' R 02' #!2!0\$44'O&54!T 2& !&'! %\$03324S!\$.!28!,%100&54N

!

7aN4 X-\$ 04#3!\$-!F'4 2M

!

"4 !, %100&54!=",)! (' ! # '4 2# !.\$-!\$4! \$-!=\$- ' !\$.!&'! . \$N4T 24S!-' ,3\$4 35!

!

! 7N "%100 4 &E \$8^0, 122# 56*! , %100 4& \$-! ,4) !-' , 3\$4!Q4 4\$8="" &8&'! !
! County's Lease and/or Operating Agreement requirements and these !
! ? 242= 0= ! /&4 #,-# 3N

!!

! :N! Safety Hazard: The applicant's proposed operations or construction will, !
! 24!&'! Y0#S='4&! \$.!&'! !>\$04&9!O-', &!, !3, ' &!* , P,-# !\$4!&'! "2-%\$-8N

!!

! <N County Expenditure: Granting applicant's request(s) will require the !
! 'W%4 #20-' !\$. !>\$04&!.04#39!\$!&' !03' !\$. !>\$04& !M! \$-!\$-!& ' -2, 1212!!
! 0\$44'O&54!T 2& !&'! %-%\$3'# !\$%- , 8&543!T *20' !T 20M! 30N&2! ,4 !! !
! 04,00%& (M!%) (,OZ!%-2\$#!\$-!, !033&\$!&'! >\$04&!T *' 4!0\$= %- ' #!&\$!!
! &' !%\$Y'O& #! 2! 402M' 80-4N

!!

!]N! "1,2M 20!\$.!,O2N23 56*!-' !24\$!,%-%\$%2, &9!, #'R 0,&'9!\$-!,1,2M M!
! 3%0'! \$-!,O223 !\$4!&'! "2-%\$-8&\$! ,O0\$== \$ #,& !&' !%-%\$3'# !,O&129! , &
! &' !&2- ' &'! ,%100&54!2!&,# 'N!

!!

/ \$4\$=, !>\$04&!"2-%\$-89? 242= 0= ! /&4 #,-# 3!

!!

]c !

"I4 <@+!) *+": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

BH"/H/!"E F !A@HL"GCEX!" XLHH? HEG/!

! aN C4\$432&4Q!T 2&! ? ,3&-! @,M5G*! !%\$%\$3' #!\$%- , 8&4!\$-!"2-%\$-8!
! ! #!1'M\$%-'4&! \$-!O\$43&0O&\$4!2!4\$8O\$432&48T 2&!8&!"2-%\$-8? ,3&- !!
! ! @,M!\$-!"B@N
!!
! _N >\$4S'3&245F'1'M\$%-' 4&\$-!03'!\$.!8&!", -',!-R 0'3&# !()!, %8!10 4&!
! ! T \$0M!-' 30M2!O\$4S'3 8&4!\$-!O\$4#2&438&, 882!8&!"Y0#S=' 4&\$!.8&!"!
! ! "2-%\$-8? ,4 ,S' -9T \$0M!04#0M!2&- .-' !T 2&!%0(10,0033!\$-!, #1'-3'M!!
! ! ,. .'08&!"\$% -, &243\$-!,0033!\$.!, 4)! VB82!S!\$%- , 8&-!,&8&!"2-%\$-8N
!!
! bN ? 2-'%-'3' 4&8&245!"%1004 8&\$-!,4)!%- 8!T 2&!,4 !2&- ' 382!8&!"!!
! ! %\$%\$3'#!,O&2!8&!* ,3!%\$12#'# !,N8'!\$-!23M #2!S!2!.\$- , 8&4!8&8&!"!
! ! >\$04&!\$-!* ,3!23-' %' 3'4&# !,4)! =, &-2, M,O&8&-!* ,3! ,2M# !8&=,Z '!.0M
! ! #20430-' !2!28&!,%100 8&4!\$-!2!30%\$-82!S!#\$00='4 88N
!!
8N J 28&-)! \$.!` 2M8&435!"%1004 88!\$-!,4)! %-&)! T 2&!,4 !2&- ' 382!8&!"!
! ! %\$%\$3'#!,O&2!8&9!* ,3!,-' O\$-#!\$.!12M&2!S!,4)!L'S0 M&8&-)!L'R 02'= '4 88!
! ! &*!' -0N8! ,4 #! -' S0M8&43!\$.!, 4)! ,2-%\$-88!\$-! -' R02'= '4 88! \$.! 8&'3'!
! ! ? 2!2= 0=!/ &4 #,-# 3N
!!
! cN F'. , 0N8# !@!-.\$- , 4O5!"%1004 88!\$-!,4)!%- 8!T 2&!,4 !2&- ' 382!8&!"!!
! ! %\$%\$3'#!,O&2!8&9!* ,3!#'.0 N8# !2!8&!"%-. \$- , 4O! \$.!,4)!B' ,3! \$-!\$8&- !
! ! "S-' '= '4 8&3VT 2&8&!">\$04&!\$-!,4)!\$8&-! ,2-%\$-8N
!!
! 7;N! >-'# 28! ' %\$-8&!"%1004 88!\$-!,4)!%- 8!T 2&!,4 !2&- ' 382!8&!"%\$%\$3'#!
! ! ,O&2!8&9!* ,3! ,!O' #28! ' %\$-8&24#2O&2!S!2!, (28&!8&=" 8&2!,4 O2M! !
! ! \$(N8&243N
!!
77N C4# ' R0, &! !24, 4O2!S5!"%1004 8& ,2M!8&!"3 &(N8*!28&!(28&!8&!, #'R 0, &M!
! ! .2!, 4O! 28&!"%\$%\$3'#!,O&2!28&3N
!
7:N! >\$4128&4!\$.! !'M\$4)5!"%1004 88!\$-!,4)!\$..2O-! \$-!#2'O&8&-!\$.!"%1004 88*,3!
! ! (" 4!O\$4128&# !\$.!,!.'M\$4)N
!
7<N C4(28&! 8&! A(&24! Q30,4 O! \$-! +\$4#5!"%1004 8& Q4 4\$8& %\$12# ! , !
! ! -' R02'# !%-. \$- , 4O! (\$4#!\$-! 8&!"8&' 3!,4 #!,=\$ 048&!\$.!2!30,4 O!
! ! -' R02'# !()!8&'!>\$04&!\$-!8&!"%\$%\$3'#!, O&2!8&N
!
7]N /' O-28&! >\$432#-, 8&435!"%1004 8&\$-!Z')! '= %8&!"3! \$.!,%1004 8&,-' !
! ! 04,(N8! \$.-!,4)! -',3\$49!8&! O\$=%M! T 2&!"2-%\$-8& ,4#! G/"! 3'O0-28&!
! ! -' R02'= '488N
!
7aN] A%- , 82!S!"S-' '= '488!
!

/ \$4\$=, !>\$04&!"2-%\$-88? 2!2= 0=!/ &4 #,-# 3!

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"!4 <@+!) *!": @!-!+>9>) 4!">:97 K4&B><7!) 88) :) !+749;4 <;+ !

!

BH"/H/!"E F !A@HL"GCEX!" XLHH? HEG/!

! 7N A%'-, 82S!"S-' ' = '4&3!3*,MM' !30(YO&8\$!A%'- ,&\$-!="" 82S!,MM/%%10)(M!
! ! -' R02'= ' 4&3!3&(13*# !24!&'3' !? 242=0 = !/& 4#,-# 3N

!

:N! "2-%\$-&! ? , 4,S'- 924!*2!\$-!*'-! 3\$M!#20' 8\$49!-,)! 230! ,! G= %\$-,-)!
A%'-, 82S! "S-' ' = '4 & \$-! /%'O2M K3'! @'-=28 30(Y'0& 8\$! 0\$4#2\$43!
#" ' = ' #!4'O'33,-)! 8\$!'4 30-' !0\$432&4Q! T 2&'&'! @-%\$3'! \$.!&'3'!
? 242=0=! /&4 #,-# 3924!\$-#- !8\$!2=%14 '4 8&'!%\$12\$43!\$.!/' 08\$4!7: N!!

!

7aNá HW3&45!A%'-, 8\$-!T 2&'! 4!HW3&45!B', 3'!\$-!A%'-, 82S!"S-' ' = ' 4&

!

! @2\$-!8\$!'4 S,S24S!24!,4)!,O&123!&, &2!4\$&% -=288# !24!, 4!'W3&45!B', 3'!\$-!
A%'-, 82S!"S-' ' = ' 4&8\$-!0*,4 S24S!\$-!W%4 #24S!&'! 30\$%! \$.!, 4)!,O&123!&, &
,-' !%-= 288# !24!, 4!'W3&45!B', 3'!\$-!A%'-, 82S!"S-' ' = '4 89!4 !A%'- ,&\$-!3*,MM
=,Z '!, 4!, %%10 8\$4! 8\$!&'! "2-%\$-&- ' R0'3&24S!,0 &\$-24! 8\$!'4 S,S' !24!&'!
,##28\$4,190*, 4S24S9\$-!W%4 ## !,O&123!N

!

7aN! E\$ 4Q\$== ' -O2MA%'-, 8\$-3!

!

E\$ 4Q\$== ' -O2MA%'-, 8\$-3!,-' !4\$&-!R 02'# !8\$!\$(&24!,!>\$== ' -O2MA%'-, 82S!
"S-' ' = '4 89! *\$T'1'- 9 E\$ 4Q\$== ' -O2M A%'- ,&\$-3! 3*,MM 0\$= %Y! T 2&'! ,MM
,%%10(M L'SO M8\$-)! L'R 02'= '4 88!,4 #! -' R02'= ' 4&3!'3 &(13*# !24!&'3' !
? 242=0=! /&4 #,-# 3N

/ \$4\$=, !>\$04&!"2-%\$-89? 242=0=! /&4 #,-# 3!

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EXHIBIT L -EXPRESSJET AIRLINES LLC INSURANCE EXHIBIT

INSURANCE REQUIREMENTS

ExpressJet Airlines shall maintain and require its subcontractors and agents to maintain, during the term of this Agreement or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve ExpressJet Airlines from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

1. Aircraft Liability Insurance

- a. Minimum Limit: \$500,000,000 Combined single Limit per occurrence.
- b. The County of Sonoma, its officers, agents and employees shall be endorsed as an additional insureds with respect to the operation and use of Aircraft.
- c. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance for the additional insureds is primary and non-contributory;
 - iii. Subrogation waiver endorsement; and
 - iv. Certificate of Insurance.

2. Workers Compensation and Employers Liability Insurance

- f. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- g. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

3. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. ExpressJet is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether ExpressJet has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its officers, agents and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of the ownership, maintenance or use of that part of the premises leased to ExpressJet (ISO endorsement CG 20 11 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and ExpressJet and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance for the additional insureds is primary and non-contributory;
 - iii. Subrogation waiver endorsement; and
 - iv. Certificate of Insurance.

4. Automobile Liability Insurance

- a. Minimum Limit: \$5,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned, hired and non-owned autos.
- c. Required Evidence of Insurance:
 - i. Certificate of Insurance.

5. Property Insurance for Business Personal Property and Improvements

- a. Insured property: American's personal property, improvements and alterations in, on or about the Exclusive Use Area as set forth in Exhibit "F" to this Agreement.
- b. Perils: "special form" or "all risks" basis.
- c. Minimum Limit: the full current combined replacement cost of American's personal property and improvements.
- d. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- e. Required Evidence of Insurance: Certificate of Property Insurance (Acord Form 24).

6. Increases in Limits of Insurance

Based on the County Risk Manager's periodic review of the adequacy of insurance limits required under this Agreement, the County may from time to time, but not more than once each year, in the exercise of its reasonable judgment, revise the insurance limits required to be maintained by ExpressJet by giving 30 days' prior notice to ExpressJet. Should ExpressJet propose using aircraft larger than those used at the inception of this Agreement, County reserves the right to review and reconsider the required limits of insurance.

7. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

8. Documentation

- a. The Certificate of Insurance must include the following reference: ExpressJet Airlines– Airline Operator Agreement and Lease Form.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. ExpressJet agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its officers, agents and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists.
- e. ExpressJet shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced.

9. Policy Obligations

American's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

10. Failure to Procure and Maintain Insurance

Notwithstanding anything stated to the contrary herein, if ExpressJet fails or refuses to procure or maintain insurance as required by this Agreement, or fails or refuses to furnish County with required proof that the insurance has been procured and is in force and paid for, and either such failure or refusal continues for ten (10) days after written notice to ExpressJet by County, County shall have the right, at Airport Manager's election and without notice, to procure and maintain such insurance or to immediately terminate this Agreement. In the event Airport Manager elects to terminate Agreement pursuant to this subsection and ExpressJet later obtains and provides evidence of the required insurance acceptable to Airport Manager, this Agreement may be reinstated at the sole discretion of Airport Manager. If reinstated, ExpressJet shall pay Five Hundred Dollars (\$500.00) or the then current County processing fee, whichever is higher, to County to cover the processing costs incurred by County.

**EXHIBIT M – -EXPRESSJET AIRLINES LLC – AIRPORTS CAPITAL
IMPROVEMENT PLAN**

EXHIBITM

AIRPORT'S CAPITAL IMPROVEMENT PLAN ("CIP")

The Airport's CIP includes;

- The FAA Airport Capital Improvement ("ACIP") 2021-2026 Summary, and
- The Airport Division component of the County of Sonoma's 2012-2027 Five Year Capital Improvement Plan.

Revised 11/19/2020

ACIP SUMMARY SHEET

CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT FAA ACIP (2021-2026) SUMMARY
PREPARED NOVEMBER 19, 2020
NPR AIRPORT CATEGORY: Primary nonhub

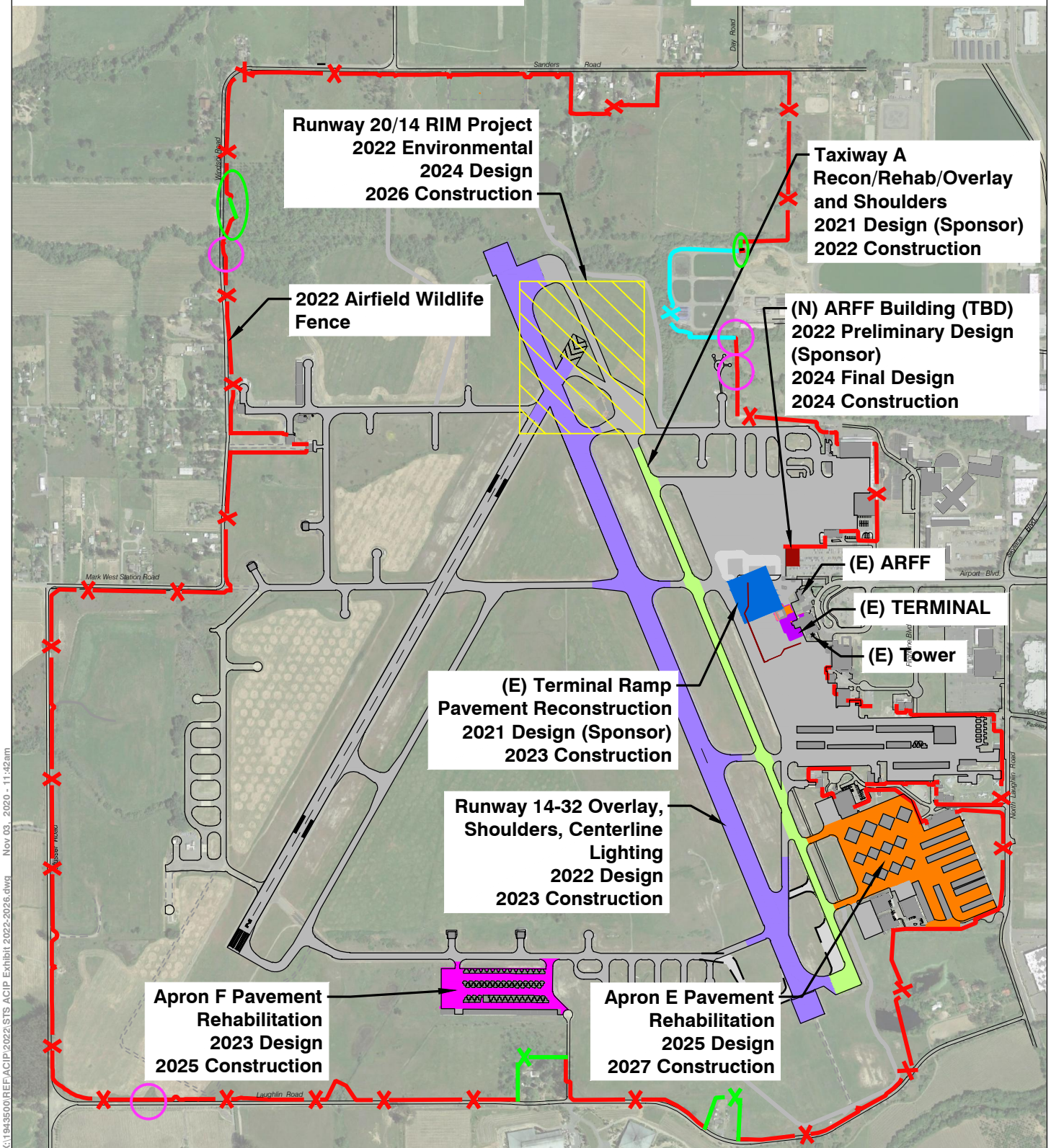
FISCAL YEAR	STS Priority	PROJECT	Type	NPR CODE (PACT)	NPR RATING	Pavement Condition Index (PCI)	APMP Prog. Year	NEPA Compliance	TOTAL COST	FEDERAL SHARE	LOCAL SHARE
2021	1	Airport Pavement Management Plan	D	PL,NP,NPR	<u>64</u>	N/A		N/A	\$116,262	\$105,403	\$10,859
2021	2	Airport Environmental Monitoring, Reporting and Maintenance	D	SA,EQ,RF	<u>87</u>	N/A		EA,2012	\$1,441,541	\$1,306,901	\$134,694
2021	3	Procurement of a new ARFF Vehicle	EQ	SA,EQ,RF	<u>87</u>	N/A		Exempt	\$750,000	\$679,950	\$70,050
2021	4	Procurement of a new High Speed Airport Sweeper/Vacuum	EQ	SA,EQ,RF	<u>87</u>	N/A		Exempt	\$275,000	\$249,315	\$25,685
2021	5	VALE Grant for (4) Aircraft GPUs	EQ	EN,EQ,VL	<u>67</u>	N/A		Exempt	\$506,520	\$459,211	\$47,309
									\$3,089,323	\$2,800,780	\$288,597
2022	2	Airfield Wildlife Fence - Final Design & Construction	D	SA,AF,WH	<u>55</u>	N/A	N/A	EA 2021	\$1,000,000	\$906,600	\$93,400
2022	3	Taxiway A Recon/Rehab/Overlay and Shoulders - Construction	R,D	RE,TW,IM	<u>74</u>	25-66	2015	CATEX 2020	\$3,870,028	\$3,508,567	\$361,461
2022	4	Runway 20/14 RIM Mitigation Project - Environmental Assessment	E	EM,RW,ES	<u>80</u>	N/A	N/A	EA 2022	\$350,000	\$317,310	\$32,690
2022	5	Runway 14-32 Overlay, Shoulders and Centerline Lighting - Design	D	RE,RW,IM	<u>79</u>	Varies, 40-100	2019	TBD 2021	\$782,426	\$709,347	\$73,079
2022	6	New ARFF Building - Project Formulation w/Environmental/Preliminary CMAR Design (SPONSOR FUNDED)	D	SA,BD,RF	<u>62</u>	N/A	N/A	TBD 2022	\$750,000	\$-	\$750,000
									\$6,752,454	\$5,441,825	\$1,310,629
2023	1	(E) Terminal Ramp Reconstruction - CMAR Construction	D	RC,AP,IM	<u>67</u>	0-25	2017	TBD 2022	\$7,200,000	\$6,527,520	\$672,480
2023	2	Runway 14-32 Overlay, Shoulders and Centerline Lighting - Construction	D	RE,RW,IM	<u>79</u>	Varies, 40-100	2019	TBD 2022	\$6,533,142	\$5,922,947	\$610,195
2023	3	Apron F Pavement Reconstruction - Design	D	RC,AP,IM	<u>67</u>	0-25	2018	TBD 2022	\$420,000	\$380,772	\$39,228
									\$14,153,142	\$12,831,239	\$1,321,903
2024	2	New ARFF Building - Final Design (Bidding) and Construction CMAR	D	SA,BD,RF	<u>62</u>	N/A	N/A	TBD 2022	\$8,750,000	\$7,932,750	\$817,250
2024	3	Runway 20/14 RIM Project - Design	D	SA,RW,RX	NA	N/A	N/A	TBD 2023	\$770,000	\$698,082	\$71,918
									\$9,520,000	\$8,630,832	\$889,168
2025	1	Apron F Pavement Reconstruction - Construction	D	RC,AP,IM	<u>67</u>	Varies, 40-100	2019	TBD 2020	\$4,100,000	\$3,717,060	\$382,940
2025	1	Apron E Pavement Reconstruction - Design	D	RC,AP,IM	<u>97</u>	Varies, 40-100	2019	TBD 2020	\$762,000	\$690,829	\$71,171
									\$4,862,000	\$4,407,889	\$454,111
2026	1	Runway 20/14 RIM Project - Construction	D	RE,AP,IM	<u>60</u>	0-25	2017	TBD 2024	\$7,000,000	\$6,346,200	\$653,800
									\$7,000,000	\$6,346,200	\$653,800
									\$45,376,919	\$40,458,765	\$4,918,208

Airfield Wildlife Fence Final Design/Construction (2022)

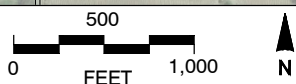
- x— Addition of outrigger and barbed wire to (E) 8ft fence
- x— (N) 8ft fence with barbed wire
- x— Replace (E) 6ft fence with (N) 8ft Fence
- Storm Water Conveyance Structure Security IMPR
- Stream Crossing

New ARFF Vehicle - 2021

- New Runway Sweeper - 2021
- AIP 46 RSA Final Environmental Mitigation and Monitoring (Phase 2) - 2021
- Airport Pavement Management Plan - 2021
- VALE GRANT (4) GPU - 2022

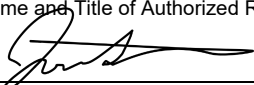


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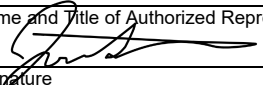


2022-2026 ACIP Projects Sonoma County Airport

AWP ACIP DATA SHEET

Airport Name		CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT	Fiscal Year	2021	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
	D	1) Airport Pavement Management Plan	\$ 105,403.13	\$ 10,858.87	\$ 116,262.00
	D	2) Airport Environmental Monitoring, Reporting and Maintenance	\$ 1,306,901.07	\$ 134,639.93	\$ 1,441,541.00
	EQ	3) Procurement of New ARFF Vehicle	\$ 679,950.00	\$ 70,050.00	\$ 750,000.00
	EQ	4) Procurement of High Speed Airport Sweeper/Vacuum	\$ 249,315.00	\$ 25,685.00	\$ 275,000.00
	EQ	5) VALE Grant for (4) GPUs	\$ 459,211.03	\$ 47,308.97	\$ 506,520.00
2021 Total			\$ 2,800,780.23	\$ 288,542.77	\$ 3,089,323.00
* D - Development; P - Planning; E - Environmental; R - Reimbursement; EQ - Equipment					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
1) Update 2016 APMP report to quantify the pavement PCI and PCN values and calculate the rate of pavement deterioration. NPR CODE: PL,PL,NP; NPR: 64; PCI: N/A					
2) Complete tasks related to the maintenance, reporting, and monitoring of creek banks, blackberry eradication, weeding and erosion control, and summer irrigation of plants associated with the RSA Improvement project of 2014. NPR CODE: SA,EQ,RF; NPR: 87; PCI: N/A					
3) Obtain a new Aircraft Rescue and Fire Fighting Vehicle to replace old 1991 Oshkosh that is becoming costly to maintain and replacement parts are no longer available. Purchase will also include the NoFoam Portable System test kit and (10) new turnouts. NPR CODE: SA,EQ,RF; NPR: 87; PCI: N/A					
4) Existing sweeper vehicle is over 12 years old and is not keeping up with the Airport's demand due to its age and capabilities. Airport already has current 14 CFR part 139 certificate. NPR CODE: SA,EQ,RF; NPR: 87; PCI: N/A.					
5) VALE Grant for (4) GPUs - Airport will be requesting Voluntary Airport Low Emission (VALE) Program funding in fiscal year 2021 for the purchase four (4) 400 Hertz and 28 VDC (combined) ground power units (GPU) to replace three (3) existing diesel powered GPUs currently being used at the Airport. NPR CODE: EN,EQ,VL; NPR: 67; PCI: N/A.					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)					
1) Grant issued 4/2021, Nondestructive testing analysis and visual inspection 5/2021, Draft report 8/2021, Final report 9/2021, grant closeout 11/2021					
2) On going habitat mitigation coordination over the next 4 years.					
3) Procurement of ARFF Vehicle: Grant issued 4/21, Prepare Notice Inviting Bids 6/21, Advertise 7/21, Open bids 8/21, Vehicle procurement 18 mos.					
4) New Runway Sweeper Vehicle: Grant issued 4/21, Prepare Bid Docs 6/21, Open Bids 7/21, Purchase equipment by 9/21.					
5) VALE Grant for (4) GPUs: Officially apply for grant spring 2021, receive approved grant in summer 2021, open bid for equipment purchase and installation winter 2021.					
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)					
1) N/A					
2) N/A					
3) FAA ADO to address internally.					
4) FAA ADO to address internally.					
5) VALE Grant for (4) GPUs: Exempt					
Land Title Status & Date of Exhibit "A" Status			Date		
ALP approved with Exhibit A			14-Aug-13		
Open AIP Funded Projects			Expected Close-out Date		
AIP No. 3-06-0241-46 -2013 Environmental Mitigation			31-May-20		
AIP No. 3-06-0241-52 -2017 Wildlife Fence Environmental Study			31-May-20		
AIP No. 3-06-0241-53 -2017 Land Acquisition			31-Dec-20		
AIP No. 3-06-0241-55 -2018 ALP			31-Dec-20		
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.					
JON STOUT, AIRPORT MANAGER Name and Title of Authorized Representative (Print or Type)			JON STOUT, AIRPORT MANAGER Contact Name and Title (Print or Type)		
 Signature			11/20/2020 Date		
			(707) 565-7243 Contact Phone (Print or Type)		

AWP ACIP DATA SHEET

Airport Name		CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT	Fiscal Year	2022	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
	D	1) Airfield Wildlife Fence - Final Design/Construction	\$ 906,600.00	\$ 93,400.00	\$ 1,000,000.00
	R, D	2) Taxiway A Pavement Rehabilitation/Reconstruction/Overlay and Shoulder Thickness Adjustment - Construction	\$ 3,508,568.00	\$ 361,461.00	\$ 3,870,028.00
YES	E	3) Runway 20/14 RIM Mitigation Project - Environmental Assessment	\$ 317,310.00	\$ 32,690.00	\$ 350,000.00
	D	4) Runway 14-32 Overlay, Shoulders, and Centerline Lighting - Design	\$ 709,347.41	\$ 73,078.59	\$ 782,426.00
YES	D	5) New ARFF Building - Project Formulation/Environmental Determination/Preliminary Design (SPONSOR FUNDED)	\$ -	\$ 750,000.00	\$ 750,000.00
2022 Total			\$ 5,441,825.00	\$ 1,310,629.00	\$ 6,752,454.00
* D - Development; P - Planning; E - Environmental; R -Reimbursement					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
<p>1) Airfield Wildlife Fence - Final design and Construction: This project will include the final design, bid, and construction of the Wildlife Fence. It consists of addition of outrigger and barbed wire to all existing 8-foot fence, new 8-foot fence with barbed wire, replacement of existing 6-foot fence with new 8-foot fence, and storm water conveyance structure security improvements. NPR CODE: SA,AF,WH; NPR: 55; PCI: N/A.</p> <p>2) Taxiway A Rehabilitation/Reconstruction - Construction: (6,000' x 60') This project represents reimbursement for design and the construction of Taxiway A from connector Twy A3 south through Twy A6. Taxiway A between Taxiway A3 and A4 is in poor condition and requires major crack repair with pavement reconstruction. Taxiway A south of A4 through Twy A6 requires rehabilitation with an overlay. Taxiway A is 60' wide legacy pavement and will remain at this width. Adjust Taxiway shoulder thickness at pavement edges to meet standards. NPR CODE: RE, TW, IM; NPR: 74; PCI: 25-66.</p> <p>3) Runway 20/14 RIM Mitigation EA: This project is the Environmental Assessment needed to extend Runway 2/20 northeast to Taxiway A, increasing the runway's length by 287 feet. The landing threshold for Runway 20 would remain in the current location. Due to profile grade changes required on the runway and Taxiway A, embankment fill for the RSA will reach out 700 feet to the service road northeast of Runway 20. NPR CODE: EM, RW, ES; NPR: 80; PCI: N/A.</p> <p>4) Runway 14-32 Overlay, Shoulders, and Centerline Lighting - Design: This project consists of the design of a runway pavement overlay (6000'x150'), stabilization and adjustment to the elevation of the runway shoulders (12,000'x25'), and the installation of centerline lights with an overlay of Runway 14-32. The runway was originally constructed in 1942 with a length of 5,121 feet by 150 feet. An AC overlay was done in 1985. In 2014, the runway was extended to 6,000 feet. The main part of the runway is divided into 2 sections. Section 1 refers to the north section of the runway constructed in 2014, which currently exhibits no signs of pavement distress; pavement condition is rated as Very Good. Section 2 refers to the remaining portion of the runway going south. In 2014, a rejuvenator seal was applied to the surface, including crack seal. Currently, the pavement exhibits low severity raveling, as well as low severity longitudinal cracking; pavement condition is rated as Good. NPR CODE: RE,RW,IM; NPR: 79; PCI: Varies, 40-100.</p> <p>5) New ARFF Building - Project Formulation/Environmental Determination /Preliminary design with CMAR: This project is to formulate the approach to the design and construction with the CMAR process and the determination and submittal of the environmental permitting with preliminary design that will be required, based on location and formulation presented in the ALP. Existing ARFF building has passed its useful service life and code requirements. Existing access is not large enough to accommodate ARFF vehicles currently on the market. Existing ARFF building location creates conflict between vehicle response time and use of the terminal apron for addition aircraft parking, which is in high demand. NPR CODE: SA,BD,RF; NPR: 62; PCI: N/A.</p>					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)					
1) Airfield Wildlife Fence: EA FONSI 10/2021, Final Design 2/2022, Bid Opening 3/2022, Construction Start 5/2022, Construction End 9/2022.					
2) Taxiway A Rehab (6,000' x 60'): CatEx 10/2020, Final Design 2/2022, Bid Opening 3/2022, Construction Start 5/2022, Construction End 11/2022.					
3) Runway 20/14 RIM: Environmental Assessment 10/2022, Design 2024, Bid and Construct 2026.					
4) Runway 14-32 Overlay, Shoulders, and Centerline Lighting: Design 2022. Bid and Construct 2023.					
5) New ARFF Building: Design in 2022/2023, Bid and Construct 2024.					
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)					
1) Airfield Wildlife Fence: Final Design/Installation Mitigation - EA 2021.					
2) Taxiway A Reconstruction/Overlay and Shoulders: CATEX to be submitted in 2020.					
3) Rwy 14/20 RIM Mitigation Project Environmental Assessment: EA 2023.					
4) Runway 14-32 Overlay, Shoulders, and Centerline Lighting: CATEX to be submitted in 2021.					
5) New ARFF Building: Environmental Assessment/possible CATEX TBD in 2022. Possible CATEX in 2021.					
Land Title Status & Date of Exhibit "A" Status			Date		
ALP approved with Exhibit A			14-Aug-13		
Open AIP Funded Projects			Expected Close-out Date		
AIP No. 3-06-0241-46 -2013 Environmental Mitigation			1-Oct-20		
AIP No. 3-06-0241-52 -2017 Wildlife Fence Environmental Assessment			31-Dec-20		
AIP No. 3-06-0241-55 -2018 ALP			31-Dec-20		
AIP No. 3-06-0241-57 -2019 Terminal Construction - Supplemental			31-Oct-22		
AIP No. 3-06-0241-58 -2020 Terminal Construction - Discretionary			31-Oct-22		
AIP No. 3-06-0241-59 -2020 Terminal Construction - CARES Act			31-Oct-22		
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.					
JON STOUT, AIRPORT MANAGER			JON STOUT, AIRPORT MANAGER		
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			(707) 565-7243		
11/20/2020					
Signature			Date		
			Contact Phone (Print or Type)		

AWP ACIP DATA SHEET

Airport Name		CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT	Fiscal Year	2023	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
	D	1) (E) Terminal Ramp Reconstruction CMAR - Construction	\$ 6,527,520.00	\$ 672,480.00	\$ 7,200,000.00
YES	D	2) Runway 14/32 Overlay, Shoulders, and Centerline Lighting - Construction	\$ 5,922,947.00	\$ 610,195.00	\$ 6,533,142.00
	D	3) Apron F Pavement Reconstruction - Design	\$ 380,772.00	\$ 39,228.00	\$ 420,000.00
2023 Total			\$ 12,831,239.00	\$ 1,321,903.00	\$ 14,153,142.00

* D - Development; P - Planning; E - Environmental; R -Reimbursement

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1) (E) Terminal Ramp Pavement Reconstruction- Construction. Construction of the previously designed reconstruction project. Consists of 13,900 SY of asphalt pavement around the terminal that is used by the airlines. Originally constructed in 1942 as a taxiway, the pavement exhibits bleeding, high severity weathering, high severity block cracking, medium severity patching, and isolated high severity rutting. Pavement condition is rated as Very Poor. The pavement adjacent to the terminal building was constructed in 1967 and exhibits bleeding, high severity weathering, high severity alligator cracking, high severity block cracking, and medium severity patching. Pavement condition is rated as Very Poor. This project will be a CMAR Project.
NPR CODE: RC, AP, IM; NPR: 67; PCI: 0-25.

2) Runway 14/32 Overlay and Centerline Lighting - Construction: (Design in 2022) This project consists of the construction of a runway pavement overlay (6000'x150'), stabilization and adjustment to the elevation of the runway shoulders (12,000'x25'), and the installation of centerline lights with an overlay of Runway 14/32. The runway was originally constructed in 1942 at a length of 5,121 feet by 150 feet. An AC overlay was done in 1985. In 2014, the runway was extended to 6,000 feet. The main part of the runway is divided into 2 sections. Section 1 refers to the north section of the runway constructed in 2014, which currently exhibits no signs of distress, and pavement condition is rated as Very Good. Section 2 refers to the remaining portion of the runway going south. In 2014, a rejuvenator seal was applied to the surface, including crack seal. Currently, the pavement exhibits low severity raveling, as well as low severity longitudinal cracking; pavement condition is rated as Good.
NPR CODE: RE,RW,IM; NPR: 79; PCI: Varies, 40-100.

3) Apron F Pavement Reconstruction - Design: This project is the design of AC pavement reconstruction for Apron F, located at the south end of the airfield between Runway 2/20 and Runway 14/32. Most of the apron was constructed in 1985, with the exception of the south taxilane, which was constructed in 1987. Part of the northwest area of the apron was reconstructed in 2014. Currently, the pavement exhibits high severity alligator cracking, high severity block cracking, and high severity weathering. Pavement condition is rated as Poor. **NPR CODE: RC, AP, IM; NPR: 67; PCI: 0-25.**

1) (E) Terminal Ramp Pavement Reconstruction - Bid Spring of 2023; Construct Summer of 2023. (Designed in 2021)

2) Runway 14/32 Overlay, Shoulders, and Centerline Lighting - Bid and Construct in Spring / Summer 2023. (Design 2022)

3) Apron F Reconstruction - Design 2023. (Bid and Construct 2025)

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

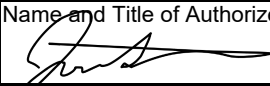
1) (E) Terminal Ramp Pavement Reconstruction - TBD 2020.

2) Runway 14/32 Overlay, Shoulders, and Centerline Lighting - CATEX to be submitted in 2021.

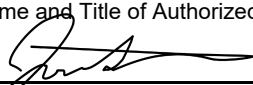
3) Apron F Reconstruction - TBD 2022.

Land Title Status & Date of Exhibit "A" Status	Date
ALP approved with Exhibit A	14-Aug-13
Open AIP Funded Projects	Expected Close-out Date
AIP No. 3-06-0241-46 -2013 Environmental Mitigation	1-Oct-20
AIP No. 3-06-0241-52 -2017 Wildlife Fence Environmental Study	31-Dec-20
AIP No. 3-06-0241-55 -2018 ALP	31-Dec-20
AIP No. 3-06-0241-57 -2019 Terminal Construction - Supplemental	31-Oct-22
AIP No. 3-06-0241-58 -2020 Terminal Construction - Discretionary	31-Oct-22
AIP No. 3-06-0241-59 -2020 Terminal Construction - CARES Act	31-Oct-22

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

JON STOUT, AIRPORT MANAGER		JON STOUT, AIRPORT MANAGER	
Name and Title of Authorized Representative (Print or Type)		Contact Name and Title (Print or Type)	
 11/20/2020		(707) 565-7243	
Signature		Contact Phone (Print or Type)	

AWP ACIP DATA SHEET

Airport Name		CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT	Fiscal Year	2024	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
YES	D	1) New ARFF Building - Final Design (Bidding) and Construction	\$ 7,932,750.00	\$ 817,250.00	\$ 8,750,000.00
	D	2) Runway 20/14 RIM Project - Design	\$ 698,082.00	\$ 71,918.00	\$ 770,000.00
2024 Total			\$ 8,630,832.00	\$ 889,168.00	\$ 9,520,000.00
* D - Development; P - Planning; E - Environmental; R -Reimbursement					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
<p>1) New ARFF Building: This project is the final design and construction of the ARFF Building, with the CMAR process, based on location and formulation performed in 2022. The Existing ARFF building has passed its useful service life and code requirements. Existing access is not large enough to accommodate ARFF vehicles currently on the market. Existing ARFF building location creates conflict between vehicle response time and use of the terminal apron for addition aircraft parking, which is in high demand. NPR CODE: SA,BD,RF; NPR: 62; PCI: N/A.</p>					
<p>2) Runway 20/14 RIM Project - Design: This project is for the design needed to extend Runway 2/20 northeast to Taxiway A, increasing the runway's length by 287 feet. The landing threshold for Runway 20 would remain in the current location. Due to profile grade changes required on the runway and Taxiway A, embankment fill for the RSA will reach out 700 feet to the service road northeast of Runway 20. NPR CODE: EM, RW, ES; NPR: 80, PCI: N/A.</p>					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)					
1) New ARFF Building: Final Design and Construction in 2024. (Project formulation in 2022)					
2) Runway 20/14 RIM Project: Design in 2024 (Construction in 2026)					
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)					
1) New ARFF Building: Environmental determination submitted in 2022. Possible CATEX in 2021.					
2) Runway 20/14 RIM Project: EA in 2022; FONSI in 2023.					
Land Title Status & Date of Exhibit "A" Status			Date		
ALP approved with Exhibit A			14-Aug-13		
Open AIP Funded Projects			Expected Close-out Date		
AIP No. 3-06-0241-46 -2013 Environmental Mitigation			1-Oct-20		
AIP No. 3-06-0241-52 -2017 Wildlife Fence Environmental Study			31-Dec-20		
AIP No. 3-06-0241-55 -2018 ALP			31-Dec-20		
AIP No. 3-06-0241-57 -2019 Terminal Construction - Supplemental			31-Oct-22		
AIP No. 3-06-0241-58 -2020 Terminal Construction - Discretionary			31-Oct-22		
AIP No. 3-06-0241-59 -2020 Terminal Construction - CARES Act			31-Oct-22		
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.					
JON STOUT, AIRPORT MANAGER			JON STOUT, AIRPORT MANAGER		
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			(707) 565-7243		
Signature			Contact Phone (Print or Type)		
11/20/2020					
Date					

AWP ACIP DATA SHEET

Airport Name		CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT	Fiscal Year	2025	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
	D	1) Apron F Pavement Reconstruction - Construction	\$ 3,717,060.00	\$ 382,940.00	\$ 4,100,000.00
	D	2) Apron E Pavement Reconstruction - Design	\$ 690,829.20	\$ 71,170.80	\$ 762,000.00
		2025 Total	\$ 4,407,889.20	\$ 454,110.80	\$ 4,862,000.00

* D - Development; P - Planning; E - Environmental; R -Reimbursement

PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS

Detail Project Description (Square/Lineal Footage or Length/Width)

1) Apron F Pavement Reconstruction - Construction: This is the construction of Apron F, located at the south end of the airfield between Runway 2-20 and Runway 14-32. Most of the apron was constructed in 1985, with the exception of the south taxilane, which was constructed in 1987. Part of the northwest area of the apron was reconstructed in 2014. Currently, the pavement exhibits high severity alligator cracking, high severity block cracking, and high severity weathering. Pavement condition is rated as Poor. **NPR CODE: RC, AP, IM; NPR: 67; PCI: 0-25.**

2) Apron E Pavement Reconstruction - Design: This project is the design for AC pavement reconstruction. The two center taxilanes were originally constructed in 1973, and the rest of northwest section was constructed in 1984 and 1985. The pavement condition differs significantly between the taxilanes and the rest of the pavement. Currently, the taxilane pavements exhibit medium severity weathering, low severity alligator cracking in a few areas, low severity longitudinal and transverse cracking, and medium severity shoving at the ends of some of the PCC valley gutters. The rest of the pavement in this section exhibits high severity block cracking, high severity alligator cracking, high severity weathering, high severity raveling in some areas, and medium severity depressions in the northeast area. Pavement condition is rated as Very Poor. The northeast section of the apron consists of taxilanes for box hangars and nested t-hangars. Most of the northeast section was constructed in 1985. Currently, the pavement exhibits high severity weathering and high severity longitudinal and transverse cracking. Pavement condition is rated as Poor. The southeast section of the apron consists of taxilanes for box hangars and nested t-hangars. Most of this section was constructed in 2003. Currently, the pavement exhibits medium severity weathering and low severity longitudinal and transverse cracking. Pavement condition is rated as Fair. **NPR CODE: RC, AP, IM; NPR: 67; PCI: Varies 40-100.**

Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design planning or environmental process)

1) Apron F Reconstruction: Bid and Construct in 2025 (Design 2023)

2) Apron E Pavement Reconstruction: Design 2025. (Bid and Construct 2027.)

NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)

1) Apron F Reconstruction: TBD 2022.

2) Apron E Pavement Reconstruction: TBD 2024.

Land Title Status & Date of Exhibit "A" Status

ALP approved with Exhibit A

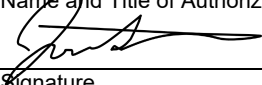
14-Aug-13

Open AIP Funded Projects

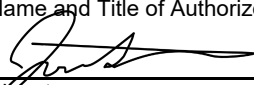
Expected Close-out Date

AIP No. 3-06-0241-46 -2013 Environmental Mitigation	1-Oct-20
AIP No. 3-06-0241-52 -2017 Wildlife Fence Environmental Study	31-Dec-20
AIP No. 3-06-0241-55 -2018 ALP	31-Dec-20
AIP No. 3-06-0241-57 -2019 Terminal Construction - Supplemental	31-Oct-22
AIP No. 3-06-0241-58 -2020 Terminal Construction - Discretionary	31-Oct-22
AIP No. 3-06-0241-59 -2020 Terminal Construction - CARES Act	31-Oct-22

Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.

JON STOUT, AIRPORT MANAGER Name and Title of Authorized Representative (Print or Type)  <div style="text-align: right;">11/20/2020</div> Signature Date	JON STOUT, AIRPORT MANAGER Contact Name and Title (Print or Type) (707) 565-7243 Contact Phone (Print or Type)
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AWP ACIP DATA SHEET

Airport Name		CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT		Fiscal Year	2026	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total	
	D	1) Runway 20/14 RIM Project - Construction	\$ 6,346,200.00	\$ 653,800.00	\$ 7,000,000.00	
		2026 Total	\$ 6,346,200.00	\$ 653,800.00	\$ 7,000,000.00	
* D - Development; P - Planning; E - Environmental; R -Reimbursement						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
1) Runway 20/14 RIM - Construction: This project is the construction of the previously designed extension of Runway 2/20 northeast to Taxiway A, increasing the runway's length by 287 feet. The landing threshold for Runway 20 would remain in the current location. Due to profile grade changes required on the runway and Taxiway A, embankment fill for the RSA will reach out 700 feet to the service road northeast of Runway 20. NPR CODE: EM, RW, ES; NPR: 80, PCI: N/A.						
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)						
1) Runway 20/14 RIM: Bid and Construct in 2026. (Design 2024)						
NEPA Environmental Status (Date of FONSI or submit CATEX Form for Approval)						
1) Runway 20/14 RIM: EA FONSI estimated in 2023.						
Land Title Status & Date of Exhibit "A" Status			Date			
ALP approved with Exhibit A			14-Aug-13			
Open AIP Funded Projects			Expected Close-out Date			
AIP No. 3-06-0241-46 -2013 Environmental Mitigation			1-Oct-20			
AIP No. 3-06-0241-52 -2017 Wildlife Fence Environmental Study			31-Dec-20			
AIP No. 3-06-0241-55 -2018 ALP			31-Dec-20			
AIP No. 3-06-0241-57 -2019 Terminal Construction - Supplemental			31-Oct-22			
AIP No. 3-06-0241-58 -2020 Terminal Construction - Discretionary			31-Oct-22			
AIP No. 3-06-0241-59 -2020 Terminal Construction - CARES Act			31-Oct-22			
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.						
JON STOUT, AIRPORT MANAGER			JON STOUT, AIRPORT MANAGER			
Name and Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
 <div style="text-align: right;">11/20/2020</div>			<div style="text-align: right;">(707) 565-7243</div>			
Signature			Date		Contact Phone (Print or Type)	

Aircraft Rescue and Firefighting Building

Function Area:

Development Services

Request: TPW12009

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Design and construction of new Aircraft Rescue and Firefighting building. The existing Aircraft Rescue and Firefighting building was built in 1972 and no longer meets standards for Aircraft Rescue and Firefighting buildings. With new Federal Aviation Administration guidelines for aircraft safety and protection the Aircraft Rescue and Firefighting building no longer meets standards. The site of the existing building also interferes with the new airport terminal and will need to be moved before the construction of the proposed terminal begins.

Project Cost	
Acquisition:	0
Design/PM:	1,250
Construction:	13,950
Furniture/Reloc:	0
Other:	250
Project Total:	15,450

Operation and Maintenance Cost	
Utilities:	15
Maintenance:	10
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2020-21	FY2 2021-22	FY3 2022-23	FY4 2023-24	FY5 2024-25	5YR Total	Future YRs	Project Total
Federal	0	181	0	0	0	7,880	5,893	13,773	0	13,954
Local	0	19	0	0	0	870	607	1,477	0	1,496
TOTALS:	0	200	0	0	0	8,750	6,500	15,250	0	15,450

All Values are presented in Thousands (1 x 1000)

Airport Perimeter Fence Enhancement

Function Area:

Development Services

Request: TPW16001

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Improvement project to raise the height of existing perimeter fence to control wildlife per Federal Aviation Administration requirements. This project will be 90% funded by a Federal Aviation Administration grant.

Project Cost	
Acquisition:	0
Design/PM:	7
Construction:	190
Furniture/Reloc:	0
Other:	0
Project Total:	197

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match funded by Passenger Facility Charges or operational revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2020-21	FY2 2021-22	FY3 2022-23	FY4 2023-24	FY5 2024-25	5YR Total	Future YRs	Project Total
Federal	0	6	0	129	0	0	0	129	0	135
Local	0	1	0	61	0	0	0	61	0	62
TOTALS:	0	7	0	190	0	0	0	190	0	197

All Values are presented in Thousands (1 x 1000)

Asphalt Repair/Rejuvenation/Hangar Painting and Reroofing:

Function Area:

Development Services

Request: TPW12003

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Ongoing asphalt and hangar maintenance and reconstruction. Includes Airport terminal ramp rehabilitation, apron F rehabilitation, Taxiway D realignment and Taxiway Z demolition. Additional capital projects include Taxiways A, E, C, D and G overlay design and construction as well as Runway 14/32 and Runway 2/20 rehabilitation.

Project Cost	
Acquisition:	0
Design/PM:	2,952
Construction:	14,479
Furniture/Reloc:	0
Other:	0
Project Total:	17,431

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Asphalt and hangar maintenance is budgeted each year based on priorities. 10% local match will be funded by Passenger Facility Charges or operational revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2020-21	FY2 2021-22	FY3 2022-23	FY4 2023-24	FY5 2024-25	5YR Total	Future YRs	Project Total
Federal	2,248	315	3,465	0	0	7,830	0	11,295	900	14,758
Local	433	35	585	0	250	1,070	0	1,905	300	2,673
TOTALS:	2,681	350	4,050	0	250	8,900	0	13,200	1,200	17,431

All Values are presented in Thousands (1 x 1000)

Terminal Improvements

Function Area:

Development Services

Request: TPW12010

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Phase I and Circulation Reconfiguration includes a new passenger hold room with seating for approximately 250 people, security check point expansion to two lanes and relocation of baggage claim and car rentals to avoid overcrowding. This phase of terminal expansion was completed in FY 16/17, and was in service as of June 2017.

Phase II of this capital request includes the environmental assessment and design of a new terminal section directly North of the existing terminal. This phase will be 90% funded by an Federal Aviation Administration grant.

Project Cost	
Acquisition:	0
Design/PM:	4,250
Construction:	27,338
Furniture/Reloc:	0
Other:	62
Project Total:	31,650

Operation and Maintenance Cost	
Utilities:	35
Maintenance:	25
Other:	2
OM Total:	62

Personnel:	0
Revenue/Refund:	0

Service Impact:

The anticipated expenditures will be included in the annual budget request

Available Funding Sources	Prior FYs	Current FY	FY1 2020-21	FY2 2021-22	FY3 2022-23	FY4 2023-24	FY5 2024-25	5YR Total	Future YRs	Project Total
Federal	0	0	11,100	11,100	0	0	0	22,200	0	22,200
Local	1,700	0	4,000	3,750	0	0	0	7,750	0	9,450
TOTALS:	1,700	0	15,100	14,850	0	0	0	29,950	0	31,650

All Values are presented in Thousands (1 x 1000)

EXHIBIT N – -EXPRESSJET AIRLINES LLC – AUTHORIZED USES

Exhibit N

AUTHORIZED USES

USES, PURPOSES, AND OPERATIONAL REQUIREMENTS. This Exhibit “N” establishes authorized uses of the Premises.

1.0 Authorized Uses of Premises and Airport facilities. The Airline shall be authorized to utilize the Premises described in Section 3 of this Agreement and the Public Airport Facilities described in Section 8.2 of this Agreement to conduct and maintain a commercial airline operation.

2.0 Limitations. Subject to the limitations set forth in this Agreement, the Airline’s operation is limited to the following authorized uses:

- (a) Anything necessary or prudent to operate a commercial airline service, except that the use of any Hazardous Substance shall be governed by Section 8.8 of this Agreement.
- (b) Loading and unloading of passengers.
- (c) Loading and unloading of baggage.
- (d) Passenger processing operations.
- (e) Flight operations office.
- (f) Mail, freight and cargo operations but only when such activity is incidental to, and conducted in connection with, regularly scheduled commercial passenger operations.
- (g) Airline employee training incidental to the other authorized uses.
- (h) The Airline shall not conduct any other business activities at the Airport other than those necessary to operate a commercial airline including, but not limited to, the sale or complementary offering of food, beverages, and related merchandise.

3.0 Authorized Operations. Upon the Commencement Date of this Agreement, the Airline will be authorized to operate a maximum of one (1) Average Daily Scheduled Departures (“Departures”) utilizing the specific types of aircraft listed in Exhibit “B”, subject to the following limitations. If the Airline operates less than the maximum allowable number of Departures for any twelve (12) consecutive month period during the term of this Agreement, the County, at its option, may reduce the Airline’s maximum number of authorized Departures to the highest number of Departures actually operated for any month over such twelve (12) consecutive month period evaluated.

The County will review the Airline's Average Daily Scheduled Departures from time to time throughout the term of this Agreement and, at its option, may lower the maximum amount allocated to Airline based upon the above-described methodology. Upon lowering the maximum Departures allocated to the Airline, the reclaimed Departures will be reserved by the County and may be re-allocated to other airlines.

For example, each average daily scheduled departure equates to 365 Departures per year, with the maximum Departures authorized in this Agreement equating to 365 operations, with each Departure allocation equaling the following number of operations.

1 - 365

In determining the number of Departures used by the Airline, the Airport will look at the number of Departures actually operated during the prior twelve (12) months and, for example, if the Airline operated 350 Departures in the prior twelve (12) months, the Airport would credit the Airline with using 1 Departures and, under this scenario, could re-allocate the 1 unused Departure. In determining the number of departure allocations being utilized by the Airline, the Airport will round up to the next higher number.

If the Airline is not utilizing all authorized departure allocations, the County will give notice of its intent to re-allocate the unused Departures. Upon receipt of such a notice from the County, the Airline shall have ninety (90) days to notify the County in writing of its commitment to use the Departures within six (6) months after receiving notice from the County. Any uncommitted Departures may be re-allocated by the County.

4.0 Requests For Additional Operations. The Airline may submit written requests for authorization to increase the number of authorized Departures.

The County will review requests in light of the 21 Average Daily Scheduled Departures studied in the 2012 EIR. The following review guidelines will apply.

(a) If there are remaining, unallocated departures, the County may authorize additional departures, subject to the provisions of Sections 2.0 and 3.0 of this Exhibit "N".

(b) If all departures have been allocated but less than the allowable departures are being utilized, the County may utilize the reallocation process established in Section 3.0 of this Exhibit "N" to make additional departures available for the Airline's use.

(c) If all departures have been allocated and are being used and the Airline desires to provide service exceeding the 21 Average Daily Scheduled Departures studied in the 2012 EIR, the County shall convene the Airline-Airport Affairs Committee to discuss and determine the costs of and payment for required further environmental review, as provided in Section 8.4.1 (3) of this Agreement.

In no case may the Airline use or make arrangements with other airlines to use departures that have not been specifically allocated by the County to the Airline.

EXHIBIT O – -EXPRESSJET AIRLINES LLC – INCENTIVES AND ASSISTANCE

Financial Incentives and Start-up Assistance

The County will provide the following incentives and assistance in connection with the initiation of service at STS by ExpressJet Airlines LLC.

1. Fee Waiver.

The County forgives payment of the following fees for the Airline's first twelve (12) consecutive months of service provided pursuant to this Exhibit: landing fees, parking fees for aircraft remaining overnight (RON), hold room fees, and terminal building exclusive use, preferential use, and joint use fees. This waiver does not include badging fees (badge fees will be waived during start up through the first 90 days of service), fuel flowage fees, and employee parking fees. The County will forgive payment of the fees for a total period of twelve (12) months from the date the Airline's service commenced at the Airport. These fee waivers will not be applicable if Airline provides service to an already served market, and only applies if Airline starts operations with service to a new destination (less than daily operations). All parties acknowledge that the Airline must pay any and all taxes and that taxes are not included in this fee waiver. The Airport will also include the Airline in the Airport's general marketing efforts and campaigns.

2. Other Incentives

- a. Marketing Support. The Airport will provide an advertising campaign in the local market (Sonoma, Marin, Mendocino, Lake and Napa counties) for service to a destination not already served by current carriers for less than daily service in the amount of \$30,000. This incentive is not available for service to an already served destination. The Airport will contract with and pay the bills directly to the contracted advertising provider in accordance with a mutually agreed upon marketing campaign. In addition, the Airport Manager will work with the Airline to determine the most effective use of available marketing funds. Finally, the Airport will coordinate and assist with the creation of the advertising content. The Airline will provide to the Airport for use by Advertising partners up to a total of eight (8) round trip tickets at no expense to the final user or Airport for promotional events (ie. Radio advertising campaign promoting the flight through trip giveaways).
- b. Website booking engine hosting. The Airport will work with the Airline to incorporate inclusion of the Airline's booking engine into the Airport's website. The Airline will provide a specific URL specific to the Airport's website to allow for tracking of bookings from the Airport's website. The Airline will provide monthly click through data and number of completed transactions. The Airline will work with and explore the potential of including the Airport's parking prepay and reservations system into Airline's booking engine. The Airport will provide parking incentives for the first thirty (30) days of service for passengers using the new service.